

**MEETING OF THE  
FINANCE COMMITTEE**  
Board of Regents for Higher Education  
Hartford, Connecticut

Tuesday, January 8, 2013, at 10:30 a.m.  
Room 123  
39 Woodland Street, Hartford, CT

Agenda

1. **APPROVAL OF MINUTES FROM THE NOVEMBER 12, 2012 SPECIAL MEETING**
2. **INFORMATION ITEMS**
  - A. 2013-14 Sabbatic Leaves
  - B. CSUS 2020 Semi-Annual Report
  - C. CHEFA Bond Sale Update
  - D. Budget Rescission Plans
3. **ACTION ITEMS**
  - A. CSU Tenure Recommendations
  - B. Award of the Title Connecticut State University Professor to Dr. Edward A. Hagan
  - C. Award of the Title Connecticut State University Professor to Dr. Marie A. Wright
  - D. Temporary Stipend for ConnSCU Director of Policy & Research
  - E. Community College Budget Adjustments
  - F. The Sub-lease of a Portion of an Office Trailer at Central Connecticut State University to New Britain Emergency Medical Services, Inc.

**SPECIAL MEETING OF THE  
FINANCE AND ADMINISTRATION COMMITTEE  
BOARD OF REGENTS FOR HIGHER EDUCATION**

Room 209  
39 Woodland Street  
Hartford, Connecticut

Monday, November 12, 2012, at 1:30 p.m.

**Minutes**

**REGENTS PRESENT**

Lewis Robinson, Chair, Board of Regents for Higher Education  
Gary Holloway, Chair, Finance & Administration Committee  
Craig Lappen  
René Lerer\*  
Nick Donofrio\*  
Catherine Smith\*  
Zac Zeitlin\*  
\*(telephonic)

**REGENTS ABSENT**

Richard Balducci  
Matt Fleury

**STAFF**

Dennis Murphy, Chief of Staff William Bowes, Chief Financial Officer; Wendy Chang, Chief Information Officer; Elaine Clark, Vice President for Facilities & Infrastructure Planning; Beverly Lambert, Director of Budget & Finance; Melentina Pusztay, Assistant for Finance & Accounting; Alessandra Lundberg, Finance Officer, Lutishia Pershad, Finance Officer; Rosalie Butler, Administrative Assistant for Finance

**CONNSCU REPRESENTATIVES**

Cathryn Addy, President, Tunxis CC; Barbara Douglass, President, Northwestern CC; Gena Glickman, President, Manchester CC; Richard Bachoo, CAO, CCSU; Charlene Casamento, CFO, CCSU; James Howarth, Interim Vice President for Finance and Administration, ECSU; James Blake, Executive Vice President, SCSU; Paul Reis, VP for Finance and Administration, WCSU ; Rose Ellis, Dean of Administration, Norwalk CC; Paul Martland, Dean of Administration, Quinebaug Valley CC; Michael Lopez, Dean of Administration, Three Rivers CC; Steven Frazer, Dean of Administration, Tunxis CC; Lawrence Wilkinson, Director of Finance & Administration, Charter Oak State College

**GUESTS**

Kerry Kelley, OPM

*With a quorum present, Chairman Holloway called the meeting to order at 1:40 p.m.*

**1. APPROVAL OF MINUTES FROM THE OCTOBER 10, 2012 SPECIAL MEETING**

*The minutes of the October 10, 2012 Special meeting were unanimously approved, as written.*

**2. IT STRATEGY DISCUSSION WITH MEMBERS OF THE BOR AUDIT COMMITTEE – INFORMATION ITEM**

Members of the BOR Audit Committee joined the meeting to hear a presentation on Information Technology Strategy and Challenges by CIO Wendy Chang. Topics ranged from the overall current and planned composition of the ConnSCU IT workforce and issues relating to IT governance, architecture, infrastructure and investment to different options the Board might consider in the future to reduce cost, strengthen security and maximize the benefits that IT operations provides as a shared service. Among the many benefits would be the ability to centralize IT contract and vendor management, IT procurement and security and standardize telecommunications, network and storage infrastructures.

*No action was taken.*

**3. FIRST QUARTER FY13 FINANCIAL REPORTS – INFORMATION ITEM**

Committee members received the first quarterly report produced for the new Connecticut State Colleges & Universities that provides information at both the system and institutional level. The report demonstrates actual and projected revenues and expenditures across the system and at each institution, as compared to the approved Board of Regents budget, and provides information as to the basis for variances in revenue and cost. Chairman Holloway turned to CFO Bowes who provided a high level overview of the report.

- Total ConnSCU revenues are projected to increase by \$8.9 million (0.8%) over the budgeted amount of \$1.14 billion, with tuition and fee revenues projected to decline by \$10.7 million (-2.2%) from \$490.2 million to \$479.5 million.
- Government and private grant revenues account for most of the projected increase with grant revenues projected to increase by \$14.9 million (15.5%) over the budgeted amount of \$96.3 million.
- Total ConnSCU expenditures are projected to increase by \$9.4 million, or 0.9% above the budgeted amount of \$1.1 billion, due primarily to an increase in part-time staff at the community colleges, increased spending for new grants, increases in fringe benefit costs resulting in part from a recent change in state retirement policy (which allows employees on the Alternate Retirement Plan to opt into a state hybrid model and increases the rate of support from roughly 8% to 40% plus) and a modest increase in the amount institutions plan to set aside from tuition revenues to support financially needy students (15% is required, but institutions can increase that amount and many do).

- Designated transfers per policy show a significant increase within the community colleges, raising the net transfers from operating fund resources and reserves from the budgeted \$2.3 million to a projected \$4.3 million. The \$2 million difference is tied to the Board's approval of the FY 2013 budget allocation last June to provide budget relief to five community colleges that have been net contributors of tuition revenue to other colleges in the system. This transfer will be formally acted upon when the Finance Committee meets in January.
- Ten of the 12 community colleges are reporting year-end deficits in FY 2013. Collectively, these total \$3 million. Most of the colleges had worked hard to reduce costs to stay within budget, but many will likely need the use of reserves to meet operating needs.
- Within the state universities, designated transfers per policy are projected to drop by \$1 million, or 2.6%. The change is tied to the enrollment decline. The transfer of University Fee revenue to cover debt service cost on construction and renovation projects is projected to drop from the budgeted \$26.6 million to \$25.8 million, a 2.9% decline. Contributions from the four state universities to cover debt service on existing parking garages also is projected to drop by 2.7%, or roughly \$121,000. Neither of these expected reductions affect the ability to service debt.
- Charter Oak State College, which reported a modest enrollment increase and growth in fee revenue, is projecting a year end deficit of \$331,000. This deficit was anticipated last May when the Board approved the college's FY 2013 fee rates. The funds are needed for one-time costs.
- The Board of Regents budget, spread across three separate appropriations, shows increased expenditures of \$1.1 million for fringe benefits, leave payouts and other personnel costs, some of which will be covered by reserve funds. The Board budget also shows a significant increase in grant funds – \$5.8 million – which had not been in the original budget: National Science Foundation grant, the College Access Challenge Grant and the Statewide Longitudinal Data System.

CFO Bowes concluded by highlighting issues, including the projected deficits within the community colleges, the increasing reliance of the community colleges on government and private grant funds, the enrollment declines within the state universities and the flattening of enrollment growth in the community colleges, as well as the likelihood that a state budget rescission may be forthcoming, based on last Friday's announcement by the Governor regarding state revenues.

*No action was taken.*

*The meeting was adjourned at 4:30 p.m.*



OFFICE OF THE PRESIDENT  
JAMES W. SCHMOTTER, PH.D

**To:** Philip E. Austin  
Interim President  
Board of Regents for Higher Education  
Connecticut State Colleges & Universities

**From:** James W. Schmotter *JWS*

**Date:** November 20, 2012

**Re:** Sabbatical Leaves 2013-2014

Below you will find my recommendations for the 2013-2014 sabbatical leaves for WCSU's instructional faculty. These recommendations are submitted for your information and that of the Board of Regents. Please let me know if you need further information.

**Dr. Eugene Buccini**  
**Management Department**  
**Spring 2014**

The purpose of Dr. Buccini's sabbatical leave is to investigate the current research and resources on the topic of Spiritual Leadership and to use this information to develop instructional classes to teach graduate and undergraduate students how to make spirituality a key component in how they lead.

**Dr. Janet Burke**  
**Educational & Educational Psychology Department**  
**Fall 2013**

Dr. Burke, a Board Certified Behavior Analyst, proposes to create a Web-based database that would produce a Functional Behavior Analysis that can be used by all teachers to reduce the time necessary to determine the functions that underlie observed behaviors and to generate possible solutions that teachers can adopt.

**Dr. Kathryn Campbell**  
**Educational & Educational Psychology Department**  
**Spring 2014**

Dr. Campbell intends to complete a supervised practicum in Applied Behavior Analysis during her sabbatical. Applied Behavior Analysis is an area that has grown rapidly in response to the increase in autism spectrum disorders. Completion of the practicum is a requirement for certification in Applied Behavior Analysis and will allow Dr. Campbell to teach courses in the ABA certification program.

**Dr. Frank Dye**  
**Biological & Environmental Sciences Department**  
**Fall 2013**

Dr. Dye plans to research and write a book on the evolution of eggs that will enhance his teaching by providing an opportunity to thoroughly explore the increasingly integrated fields of cell biology and development biology.

**Dr. Frank Muska**  
**Justice & Law Administration Division**  
**Spring 2014**

Dr. Muska, past chairman of the Gaming Policy Board, plans to study the economic cost benefit relationship of casino gambling in eastern Connecticut. The goal of this study is to analyze the actual impact of casino gambling on the quality of life for eastern Connecticut as measured by community crime rates.

**Dr. Charles Rocca**  
**Mathematics Department**  
**Spring 2014**

The purpose of Dr. Rocca's sabbatical is to strengthen his expertise in the history of mathematics with a focus on the area of cryptology, to develop research to be presented at two relevant mathematics conferences, and to develop course materials on cryptology.

**Margaret Sullivan**  
**English Department**  
**Fall 2013**

The primary purpose of Professor Sullivan's sabbatical leave is to conduct original research on the influence of Chaucer's writings about marriage, "The Marriage Group" on Shakespeare's discourse on marriage. Identifying societal changes, this study will likely open up a wonderful dialogue about Chaucer, Shakespeare, and changing definitions of marriage.



**Dr. Yu-Fong Yen**  
**Chemistry Department**  
**Spring 2014**

During his sabbatical, Dr. Yen has been offered to teach a course on kinetics as a visiting professor at National Chiayi University in Taiwan. Teaching at an Asian university will offer Dr. Yen insight into different effective teaching strategies that have allowed them to keep up with the fast growing pace of modernization. Dr. Yen hopes to be able to bring back these insights and improve our current teaching strategies.

- c:
- E. Fitzgerald, BOR Board Affairs
  - J. McBride Gates, WCSU Provost/VP Academic Affairs
  - M. Palica, WCSU Academic Leave Committee Chair
  - C. Spiridon, WCSU Assoc. VP for Human Resources
  - S. Weinberger, BOR Human Resources

**MEMORANDUM**

**TO:** Dr. Philip E. Austin  
Interim President, Connecticut Board of Regents for Higher Education

**FROM:** Jack Miller *JKM*  
President, CCSU

**DATE:** December 12, 2012

**Subject:** Sabbatical Leaves for 2013-14

I have approved the following sabbatical leaves for instructional faculty at Central Connecticut State University:

Carol Austad, Professor of Psychological Science	Spring 2014
David Blitz, Professor of Philosophy	Fall 2013
Felton Best, CSU Professor of Philosophy	Spring 2014
Thomas Burkholder, Professor of Chemistry & Biochemistry	Spring 2014
Barbara Clark, Associate Professor of Teacher Education	Spring 2014
Gail Cueto, Professor of Teacher Education	Spring 2014
Mary Collins, Associate Professor of English	Fall 2013
Steven Cavaleri, Professor of Management and Organization	Fall 2013
James Conway, Professor of Psychological Science	Fall 2013
Kathy Czyrnik, Associate Professor of Finance	AY 2013-14
Candace Barrington, Professor of English	Fall 2013
Kate McGrath, Associate Professor of History	Spring 2014
Daniel Mulcahy, Professor of Teacher Education	Spring 2014
Ruth Rollin, Professor of Biology	Fall 2013
Neil Glagovich, Professor of Chemistry & Biochemistry	Spring 2014
Michael Gendron, Professor of Management Information Systems	Fall 2013
Paul Karpuk, Professor of English	Fall 2013
Drew Harris, Professor of Management and Organization	Spring 2014
Serafin Mendez-Mendez, Professor of Communication	Spring 2014
Angela Morales, Professor of Modern Languages	Spring 2014
Lynda Valerie, Associate Professor of Reading & Language Arts	Spring 2014
Carol Jones, Professor of Chemistry & Biochemistry	Fall 2013
Lauren Perdue, Professor of Psychological Science	Fall 2013
Zdravko Markov, Professor of Computer Science	Fall 2013

I have also approved sabbatic leave for a member of SUOAF/AFSCME: Ms. Mary Horan, Assistant Dean, Ammon School of Arts and Sciences, for the Spring 2014 semester.

/cm



SEMI-ANNUAL REPORT ON THE STATUS AND PROGRESS OF CSUS 2020  
AS OF November 30, 2012

University	Project or Program	Estimated Total Project Cost	Phase I Fiscal Years 2009 - 2012	Phase II Fiscal Years 2013 - 2015	Phase II Available as of Fiscal Year 2013	Total Available as of Fiscal Year 2013	Amount Committed as of 11/30/12	Amount Expended as of 11/30/12	*Projected Fiscal Year 2013	Phase III Fiscal Years 2016 - 2018	Scheduled Design Completion	Scheduled Construction Completion	Status/Comments
Central	Code Compliance/Infrastructure Improvements Project Listing	\$29,850,445	\$18,146,445	\$6,704,000	\$4,704,000	\$22,850,445	\$13,191,117	\$11,322,995	\$2,416,297	\$5,000,000			Multi-phased program.
	- Replace Maloney Hall Elevator	\$51,953	\$51,953	\$0		\$51,953	\$48,978	\$48,978	\$0	-	Jun-10	May-12	Complete
	- Window Replacements in Four Buildings	\$2,297,500	\$2,297,500	\$0	\$0	\$2,297,500	\$569,615	\$569,615	\$340,000	-	Apr-09	Nov-13	Phased Project
	- Burritt Library HVAC Code Compliance Improvements	\$1,989,000	\$1,989,000	\$0		\$1,989,000	\$0	\$0	\$200,000	-	Jan-10	Feb-14	Project scope being readdressed
	- Founder's Hall HVAC Installation	\$697,492	\$697,492	\$0		\$697,492	\$691,145	\$691,145	\$0	-	Mar-09	Mar-10	Complete
	- Davidson Hall Window & Door Replacements (phase 1 & 2)	\$2,250,500	\$2,250,500	\$0		\$2,250,500	\$1,919,323	\$1,862,211	\$57,112	-	Dec-09	Feb-13	Project Phase 2 within schedule
	-* Security Improvements to General Fund Buildings	\$805,000	\$805,000	\$0		\$805,000	\$584,543	\$323,507	\$261,036	-	Jun-11	Jan-13	Phased Project
	-* Burritt Library Exterior Repairs	\$121,000	\$121,000	\$0		\$121,000	\$86,921	\$86,921	\$0	-	Jun-09	Jul-10	Project Complete (design)
	-* Kaiser Hall Gym and Lobby HVAC Improvements	\$82,500	\$82,500	\$0		\$82,500	\$82,500	\$10,816	\$0	-	Feb-10	T.B.D.	Project scope being readdressed
	- Campus Wide Signage Program (phase 1 & 2)	\$600,000	\$600,000	\$0		\$600,000	\$423,265	\$423,265	\$0	-	May-10	Nov-12	Phased Project
	- Marcus White Fire Code Improvements (phase 1 & 2)	\$1,086,000	\$1,086,000	\$0		\$1,086,000	\$889,855	\$881,255	\$8,600	-	Sep-09	Dec-12	Project within schedule
	- Replace Barnard Hall Roof/Entry Improvements	\$1,951,000	\$1,951,000	\$0		\$1,951,000	\$1,939,930	\$1,915,681	\$24,249	-	Feb-11	Jan-13	Project within schedule
	- HVAC Improvements in General Fund Buildings (Phase 1, 2 & 3)	\$5,227,000	\$5,227,000	\$0		\$5,227,000	\$5,223,967	\$3,810,000	\$1,275,300	-	Sep-09	Dec-13	Phased project (phase 2 & 3 in process)
	- Improvements to ITBD Building	\$200,000	\$0	\$200,000	\$200,000	\$200,000	\$0	\$0	\$0	-	T.B.D.	T.B.D.	
	- Copernicus Hall Lower Roof Replacement	\$722,000	\$0	\$722,000	\$722,000	\$722,000	\$0	\$0	\$0	-	Mar-13	Sep-13	
	- Remove Old Telecom Equipment from Buildings	\$327,000	\$0	\$327,000	\$327,000	\$327,000	\$0	\$0	\$0	-	T.B.D.	T..B.D.	Multiple Phased Projects
	- Maloney Hall HVAC Improvements	\$1,220,000	\$0	\$1,220,000	\$1,220,000	\$1,220,000	\$0	\$0	\$100,000	-			
	- Minor Capital Improvements Program	\$3,222,500	\$987,500	\$2,235,000	\$2,235,000	\$3,222,500	\$731,077	\$699,602	\$150,000	-	Ongoing	Ongoing	Multiple Phased Projects
	- Future Projects to be Determined	\$7,000,000	\$0	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$5,000,000	T.B.D.	T.B.D.	
	Renovate/Expand Willard and DiLoreto Halls	\$61,085,000	\$0	\$57,737,000	\$5,892,000	\$5,892,000	\$0	\$0	\$0	\$3,348,000	Dec-14	Dec-16	Fund design and construction in phase II, and equipment in phase II.
*New Classroom Office Building	\$33,978,000	\$33,978,000	\$0		\$33,978,000	\$27,870,691	\$15,634,914	\$11,000,000	-	Mar-11	Aug-13	Project within schedule	
East Campus Infrastructure Development (construction only)	\$13,244,000	\$13,244,000	\$0		\$13,244,000	\$0	\$0	\$0	-	Pre 2020 Bond Fund Allocation Required			Design funded from pre-CSUS 2020 bonds. Bond Commission design fund allocation has not occurred.
Burritt Library Expansion	\$96,262,000	\$0	\$0		\$0	\$0	\$0	\$0	\$96,262,000				Fund design and construction in phase III.
Burritt Library Renovation (design only)	\$11,387,000	\$0	\$0		\$0	\$0	\$0	\$0	\$11,387,000				Fund design in phase III.
New Maintenance/Salt Shed Facility	\$2,503,000	\$2,503,000	\$0		\$2,503,000	\$2,596,156	\$2,496,156	\$0	-	Oct-10	May-12	Complete	
Eastern	Code Compliance/Infrastructure Improvements Project Listing	\$19,080,113	\$8,255,113	\$5,825,000	\$3,825,000	\$12,080,113	\$7,055,700	\$6,069,683	\$825,000	\$5,000,000			Multi-phased program.
	- Campus Wide Brick Repointing Program	\$2,155,223	\$1,655,223	\$500,000	\$500,000	\$2,155,223	\$1,254,902	\$1,254,902	\$25,000	-	Jan-10	On Going	Phased project.
	- Planetarium Window Replacement	\$115,766	\$115,766	\$0		\$115,766	\$115,766	\$115,766	\$0	-	Mar-09	Dec-09	Complete
	- Develop Major Campus Entrances	\$489,164	\$489,164	\$0		\$489,164	\$480,529	\$480,529	\$0	-	Dec-09	Apr-12	Complete
	- South Electrical Loop	\$221,291	\$221,291	\$0		\$221,291	\$221,291	\$221,189	\$0	-	Mar-09	Aug-09	Complete
	- High Temperature Hot Water Line Repairs	\$1,402,842	\$1,402,842	\$0		\$1,402,842	\$1,218,272	\$1,218,272	\$0	-	Aug-09	Dec-11	Complete
	- South Campus Heat Plant Foundation Repairs	\$525,951	\$525,951	\$0		\$525,951	\$399,440	\$399,440	\$0	-	Mar-11	Mar-11	Complete
	- Damper and Air Handler Controls in Webb Hall	\$37,250	\$37,250	\$0		\$37,250	\$37,250	\$37,250	\$0	-	Mar-09	Aug-09	Complete
	- Soccer Field Drainage Upgrade	\$347,536	\$347,536	\$0		\$347,536	\$304,064	\$304,064	\$0	-	Oct-10	Dec-10	Complete
	- Renovate 333 Prospect Street (Phase 1 & 2)	\$1,263,118	\$1,263,118	\$0		\$1,263,118	\$1,105,115	\$463,017	\$600,000	-	Jul-11	Jul-13	Project Phases 1 & 2 Complete
	- Arboretum Sewer Main Replacement	\$0	\$0	\$0		\$0	\$0	\$0	\$0	-			Project Canceled
	- Minor Capital Projects Program	\$5,521,972	\$2,196,972	\$3,325,000	\$3,325,000	\$5,521,972	\$1,919,071	\$1,575,255	\$200,000	-	Ongoing	Ongoing	Multiple Phased Projects.
	- Future Projects to Be Determined	\$7,000,000	\$0	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$5,000,000	T.B.D.	T.B.D.	
*Fine Arts Instructional Center	\$87,671,000	\$12,000,000	\$71,556,000	\$0	\$12,000,000	\$9,531,000	\$3,112,057	\$3,500,000	\$4,115,000	Mar-13	Sep-15	Fund design in phase I, construction in phase II and equipment in phase III. Project within schedule.	
Goddard Hall Renovation	\$20,334,000	\$0	\$19,239,000	\$0	\$0	\$0	\$0	\$0	\$1,095,000				Fund design and construction in phase II, and equipment in phase III.
Sports Center Addition and Renovation (design only)	\$11,048,000	\$0	\$0		\$0	\$0	\$0	\$0	\$11,048,000				Fund design in phase III.
Outdoor Track – Phase II	\$1,816,000	\$1,816,000	\$0		\$1,816,000	\$1,412,668	\$1,412,668	\$0	-	Mar-10	Dec-10	Complete	
*Athletic Support Building	\$1,921,000	\$1,921,000	\$0		\$1,921,000	\$1,722,802	\$96,062	\$500,000	-	Dec-11	Oct-13	Project within schedule	
*New Warehouse	\$2,269,000	\$2,269,000	\$0		\$2,269,000	\$1,450,436	\$117,785	\$500,000	-	Jan-12	Oct-13	Project within schedule	
Southern	Code Compliance/Infrastructure Improvements Project Listing	\$30,592,915	\$16,955,915	\$8,637,000	\$1,759,000	\$18,714,915	\$15,287,004	\$14,516,635	\$1,121,772	\$5,000,000			Multi-phased program.
	- Install Elevator/Entrance to Former Student Center	\$2,223,500	\$2,223,500	-		\$2,223,500	\$2,001,611	\$2,001,611	\$0	-	Aug-09	Jun-12	Complete
	- Shuttle System infrastructure	\$0	\$0	\$0		\$0	\$0	\$0	\$0	-	T.B.D.	T.B.D.	Project on Hold
	- Repairs to Pool in Moore Field House (Phases 1 & 2)	\$839,415	\$839,415	\$0		\$839,415	\$821,794	\$821,794	\$0	-	Mar-10	Sep-12	Project in Closeout
	- Moore Field House Mechanical and Electrical Improv. (Phase 1)	\$233,000	\$233,000	\$0		\$233,000	\$233,002	\$233,002	\$0	-	Sep-11	Aug-12	Complete
	- Earl Hall Mechanical/Electrical Upgrade	\$4,258,677	\$4,258,677	\$0		\$4,258,677	\$4,181,481	\$3,812,863	\$368,618	-	Sep-10	Dec-12	Project in Closeout
	- Jennings Hall Mechanical/Electrical Upgrade	\$4,593,027	\$4,593,027	\$0		\$4,593,027	\$4,393,670	\$4,203,159	\$190,511	-	Sep-10	Oct-12	Project in Closeout
	- Lyman Auditorium Mechanical/Electrical Upgrade	\$0	\$0	\$0		\$0	\$0	\$0	\$0	-	T.B.D.	T.B.D.	Design Funds were funded pre 2020 and are pending Bond Commission allocation
	- Admissions House Roof and Exterior Repairs	\$221,100	\$221,100	\$0		\$221,100	\$217,890	\$217,890	\$0	-	Aug-10	Mar-12	Complete
	- Jess Dow Field Turf Replacement	\$743,262	\$743,262	\$0		\$743,262	\$724,966	\$724,966	\$0	-	Mar-11	Feb-12	Complete
	- Wintergreen Building Water Infiltration	\$370,760	\$370,760	\$0		\$370,760	\$366,468	\$360,968	\$5,500	-	Oct-11	Jul-12	Project in Closeout
	- Moore Field House Locker Room Renovations: Phase 2	\$929,500	\$929,500	\$0		\$929,500	\$913,276	\$914,612	\$37,143	-	Jan-11	Mar-13	Phased Project
	- Old Student Center North Wing Concept Design	\$20,000	\$20,000	\$0		\$20,000	\$0	\$0	\$20,000	-		-	Project Cancelled
	- Earl Hall Communications Dept. Entrance/Security Corridor	\$90,829	\$90,829	\$0		\$90,829	\$0	\$0	\$0	-			

SEMI-ANNUAL REPORT ON THE STATUS AND PROGRESS OF CSUS 2020  
AS OF November 30, 2012

University	Project or Program	Estimated Total Project Cost	Phase I Fiscal Years 2009 - 2012	Phase II Fiscal Years 2013 - 2015	Phase II Available as of Fiscal Year 2013	Total Available as of Fiscal Year 2013	Amount Committed as of 11/30/12	Amount Expended as of 11/30/12	*Projected Fiscal Year 2013	Phase III Fiscal Years 2016 - 2018	Scheduled Design Completion	Scheduled Construction Completion	Status/Comments
System Wide	New and Replacement Equipment	\$73,239,000	\$26,895,000	\$14,500,000	\$9,500,000	\$36,395,000	\$19,642,387	\$17,841,957	\$3,000,000	31,844,000	Ongoing	Ongoing	Multi-phased program.
	Alterations/Improvements: Auxiliary Service Facilities	\$53,672,422	\$18,672,422	\$15,000,000		\$18,672,422	\$7,910,179	\$7,641,216	\$246,900	20,000,000	Ongoing	Ongoing	Multi-phased program.
	- SCSU: Farnham Hall Renovations	\$5,463,621	\$5,463,621	\$0		\$5,463,621	\$4,976,865	\$4,976,865	\$0	-	Jun-09	Feb-12	Complete
	- SCSU: Connecticut Hall Upgrade Two Elevators	\$194,600	\$194,600	\$0		\$194,600	\$0	\$0	\$194,600	-	Jul-12	Oct-12	Project within schedule
	- ECSU: Low Rise Apartments Structural Study (phase 1)	\$25,000	\$25,000	\$0		\$25,000	\$17,500	\$17,500	\$0	-	Oct-10	Jan-11	Study Complete
	- ECSU: Low Rise Apartments Walkway and Stair Replacement (Phase 1)	\$287,022	\$287,022	\$0		\$287,022	\$258,063	\$258,063	\$0	-	Apr-11	Dec-11	Complete
	- ECSU: Low Rise Apartments Roof Replacements	\$473,000	\$473,000	\$0		\$473,000	\$456,760	\$404,400	\$52,300	-	Apr-11	Jul-12	Project within schedule
	- ECSU: Low Rise Apartments Walkway and Stair Replacement (Phase2)	\$267,500	\$267,500	\$0		\$267,500	\$165,104	\$0	\$0	-	Apr-11	Sep-12	Project within schedule
	ECSU Fire Alarm - Burnap,Crandall and Noble Halls	\$763,000	\$763,000	\$0		\$763,000	\$653,822	\$653,822	\$0	-	Mar-12	Sep-12	Project within schedule
	ECSU High Rise Elevator Upgrades	\$813,000	\$813,000	\$0		\$813,000	\$51,500	\$0	\$0	-	Jan-12	Sep-12	Project within schedule
	SCSU Repair/Resurface North Campus Parking Lot	\$1,402,000	\$1,402,000	\$0		\$1,402,000	\$1,330,566	\$1,330,566	\$0	-	Mar-12	Aug-12	Complete
	WCSU Residence Hall Repairs	\$1,081,000	\$1,081,000	\$0		\$1,081,000	\$0	\$0	\$0	-	T.B.D.	T.B.D.	
	- Future Projects to Be Determined	\$42,902,679	\$7,902,679	\$15,000,000	\$5,000,000	\$12,902,679	\$0	\$0	\$0	20,000,000	T.B.D.	T.B.D.	
	Telecommunications Infrastructure Upgrade	\$18,415,000	\$10,000,000	\$3,415,000		\$10,000,000	\$2,739,500	\$2,739,500	\$200,000	5,000,000	Ongoing	Ongoing	Multi-phased program. Per Public Act 10-44, effective July 1, 2010 phase I funding is increased by \$5,000,000 by reducing phase I funding of Land and Property Acquisition program
	Project Listing												
	- CCSU: Upgrade Telecom Infrastructure in ITBD Building	\$850,000	\$850,000	\$0		\$850,000	\$732,000	\$0	\$200,000	-	May-10	Aug-10	Project within schedule
	- ECSU: Complete Network Backbone Loop: Admin. to Facilities	\$585,000	\$585,000	\$0		\$585,000	\$453,232	\$453,232	\$0	-	Oct-09	Mar-11	Complete
	- SCSU: Addit. Fiber and Conduit on North Side of Campus	\$266,000	\$266,000	\$0		\$266,000	\$85,000	\$85,000	\$0	-	Jan-10	Oct-11	Complete
	- WCSU: Redundant Dark Fiber to Westside Campus	\$799,000	\$799,000	\$0		\$799,000	\$298,000	\$298,000	\$0	-	Mar-10	Jul-11	Complete
	- Future Projects to Be Determined	\$15,915,000	\$7,500,000	\$3,415,000	\$2,841,000	\$10,341,000	\$0	\$0	\$0	5,000,000	T.B.D.	T.B.D.	
	Land and Property Acquisition	\$11,250,190	\$4,250,190	\$3,000,000	\$3,000,000	\$7,250,190	\$3,115,074	\$3,115,074	\$0	4,000,000	Ongoing	Ongoing	Multi-phased program. Per Public Act 10-44, effective July 1, 2010 phase I funding is decreased by \$5,000,000 and phase I funding of Telecommunications Infrastructure Upgrade increased by \$5,000,000.
	Totals	\$950,000,000	\$285,000,000	\$285,000,000	\$95,000,000	\$380,000,000	\$206,115,717	\$128,403,591	\$54,855,894	\$380,000,000			

\* CSUS 2020 funding for FY2009 scheduled projects occurred in FY2010. CSUS 2020 funding for FY2010 scheduled projects occurred in FY2011. CSUS 2020 funding for FY2011 scheduled projectsoccurred in FY2012. CSUS 2020 funding for FY2013 scheduled projects has not occurred.

## **M E M O R A N D U M**

### **Via Facsimile**

**TO:** Dr. Philip E. Austin  
Interim President, Connecticut Board of Regents for Higher Education

**FROM:** Jack Miller  
President, CCSU

**DATE:** December 24, 2012

**SUBJECT:** Tenure Recommendations

I am pleased to present my recommendations for instructional faculty tenure to be effective at the start of the Spring 2013 semester:


Steven Bernstein, Library  
Maria Lourdes Casas, Modern Languages  
Marianne Fallon, Psychological Science  
Dana Tonkonow, Library

/cm



OFFICE OF THE PRESIDENT  
JAMES W. SCHMOTTER, PH.D

**To:** Dr. Philip E. Austin  
Interim President  
Board of Regents for Higher Education  
Connecticut State Colleges & Universities

**From:** James W. Schmotter 

**Date:** December 4, 2012

**Re:** Tenure Recommendation

I support and concur with Provost Jane Gates's recommendation that Dr. Jeanette Lupinacci from our Nursing Department be awarded tenure.

c: M. Foley, P&T Committee Chair  
J. Gates, Provost  
J. House, Dean of School of Professional Studies  
C. Rice, Dept. Chair  
C. Spiridon, Assoc. VP for Human Resources

**STAFF REPORT****FINANCE COMMITTEE**

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**ITEM**

Award of the Title Connecticut State University Professor to Edward A. Hagan

**RECOMMENDED MOTION FOR FULL BOARD**

RESOLVED, that Western Connecticut State University Professor Edward A. Hagan be, and hereby is, awarded the title of Connecticut State University Professor effective January 11, 2013.

**BACKGROUND**

In 1987, at the request of the Board of Trustees for Connecticut State University, the title Connecticut State University Professor was created to recognize outstanding merit among the teaching faculty in the System. Each university is limited to three such designated scholars at any time. To attain the designation, a faculty member must be nominated through a committee procedure which is advisory to the University President, receive the recommendations of the University President and BOR President, and receive approval of the Board of Regents. CSU Professors receive a salary 10 percent higher than they would otherwise receive for their rank and years of service.

**ANALYSIS**

Dr. Hagan is a prolific writer, scholar and lecturer, and has been recognized by his colleagues for his professional expertise in Irish, British and American Literature. He has been cited by President Schmotter for his service to Western Connecticut State University.

The designation of CSU Professor for Dr. Hagan has been recommended by Presidents Austin and Schmotter and is in compliance with the provisions of the AAUP contract.



EDWARD A. HAGAN

Department of Writing, Linguistics, & Creative Process  
Western Connecticut State University  
Danbury, Connecticut 06810  
(203) 837-9045  
Email:

PUBLICATIONS

"Food Poisoning on Firefly." *Mississippi Review* Winter 2013. [Forthcoming]

"Compassion, Please, Not Niceness." *Creativity and Compassion: How They Come Together*. Ed., John Briggs. Wayne, NJ: Karuna Press, 2012. 213-220.

"Colm Tóibín's 'As Though' Reality in *Mothers and Sons*, *Brooklyn*, and *The Empty Family*." *New Hibernia Review* 16.1 (2012), 31-47.

"Tóibín's Fuzzy Math." Rev. of *The Empty Family* by Colm Tóibín. *Irish Literary Supplement* Spring 2012: 10.

"Hollywood Irish." Rev. of *Screening Irish America: Representing Irish America in Film and Television*, Ruth Barton, ed. *Irish Literary Supplement* Spring 2011: 5-6.

"*Memory Ireland*: Computing Consciousness and Historical Coma." *New Hibernia Review* 14.4 (2010) 14.4 (2010), 129-133.

"Transfiguring All That Dread." Rev. of *Let the Great World Spin* by Colum McCann. *Irish Literary Supplement* Fall 2010: 21.

*Goodbye Yeats and O'Neill: Farce in Contemporary Irish and Irish American Narratives*. Amsterdam: Editions Rodopi, 2010.

Note: Michael Patrick Gillespie in *Irish Literary Supplement* calls this book "an engaging analysis of important contemporary Irish and Irish-American writers....a model of intellectual courage that serves as a timely reminder to us all of our obligation to assess honestly and without regard for the prevailing and too often facile public opinion."

"A John Ford *Wunderkammer*." Rev. of *John Ford in Focus*. Kevin L. Stoeck and Michael C. Connolly, eds. *Irish Literary Supplement* Fall 2009: 25.

"From 'Peace and Freedom' to 'Peace and Quiet': *The Quiet Man* as a Product of the 1950s." *After the Flood: Irish America, 1945-60*. Eds., Matthew O'Brien and James S. Rogers. Dublin: Irish Academic Press, 2009. 100-113.

"It's OK to Talk about Genre Again." Rev. of *Genre and Cinema: Ireland and Transnationalism*. Brian McIlroy, Ed. *Irish Literary Supplement* Winter 2009. 14.

- "News Story or Sports Story? The Hypnosis of Ersatz Triumph & Defeat." *Connecticut Review* 30.2 (2007), 77-88.
- "Foreword." *The Child as Emblem of the Nation in Twentieth-Century Irish Literature* by Barbara Ann Young. Lewiston, NY: Edwin Mellen Press, 2006. i-iii.
- "Being Irish and Being Nothing: The Abyss of Identity in Alice McDermott's *Charming Billy* and Edward J. Delaney's Short Stories." *Nua: Studies in Contemporary Irish Writing* 5.1 (2006), 35-61.
- MacDermott, W.R. [A.P.A. O'Gara]. *The Green Republic: A Visit to South Tyrone*. Ed. and Intro., Edward A. Hagan. Dublin: University College Dublin Press, 2004.
- O'Grady, Standish James. *Sun and Wind*. Ed. and Intro., Edward A. Hagan. Dublin: University College Dublin Press, 2004.
- "Tim O'Brien's Ironic Aesthetic: What Is the Nature of a 'True' Story?" *The Recorder: The Journal of the American Irish Historical Society* 16.1 (2003), 84-104. [Co-authored by John Briggs].
- O'Grady, Standish James. *To the Leaders of Our Working People*. Ed. and Intro., Edward A. Hagan. Dublin: University College Dublin Press, 2002.
- "The 'Enemy' is 'Us': Misconstruing the Real War in *The Deer Hunter* and Other Postwar Narratives." (co-authored with John Briggs and Kathleen Brady). *Dressing Up for War*. Eds., Andreu Monnickendam and Arancha Usandizaga. Amsterdam: Rodopi Press, 2002. 257-269.
- "Chaos Theory is Irish." *Irish Spirit*. Ed. M. Patricia Monaghan. Dublin: Wolfhound Press, 2001. 33-42.
- "Really an Alley Cat? *Angela's Ashes* and Critical Orthodoxy." *New Hibernia Review* 4.4 (2000), 39-52.
- "So, What Did You Do in the War, Daddy?": The Necessity of Teaching Vietnam War Literature and Film." *The Leaflet: Journal of the New England Association of Teachers of English* 99.2 (2000), 4-12.



"The Aryan Myth: A Nineteenth Century Anglo-Irish Will to Power." *Ideology and Ireland in the Nineteenth Century*. Eds. Tadhg Foley and Sean Ryder. Dublin: Four Courts Press, 1998. 197-205.

"The POW-MIA Issue: A Case of Cultural Impotence." *Connecticut Review* 15.2 (1993), 63-69.

"The Critics Work." Rev. of *Modern Irish Literature*, Denis Lane and Carol McCrory Lane, Compilers and Editors. *Irish Literary Supplement* Fall 1989: 15.

"*High Nonsensical Words*": *A Study of the Works of Standish James O'Grady*. Troy, NY: Whitston, 1987.

Note: R.J. Thompson in *Choice* describes *High Nonsensical Words* as "a clearly written and expertly researched study of O'Grady's works" that "fills very skillfully a long-existing hole in Irish Studies." Mary Fitzgerald in *Yeats: An Annual of Critical and Textual Studies* says the book "goes well beyond Phillip Marcus's introductory *Standish O'Grady*... by proposing a conscious theory of art in O'Grady, a claim sufficiently demonstrated by analysis of the style, substance, and structure of his work." Robert Hogan in *The Journal of Irish Literature* says "... Edward Hagan's study is a sound, knowledgeable, well-documented and nicely discriminating one, which is lucidly written and often lively." Terry Eagleton has called the book "a useful study."

"*Hibernia*: Dublin's Fortnightly." *Sword of Light (An Claidreamh Soluis)* 1.2 (1975): 10-16.

## CONFERENCE PRESENTATIONS

"Brendan Duddy: The Northern Troubles Secret Go-Between: Still a Secret." American Conference for Irish Studies. New England Regional Conference. Sacred Heart University, Fairfield, CT. October 20, 2012.

"Colm Tóibín's "As Though" Aesthetic." American Conference for Irish Studies. National Conference. Tulane University, New Orleans, LA. March 16, 2012.

"The Dublin International Exhibition of 1853: Defining the Post-Famine Irish as Urban, Anglo-Irish, and Aesthetic." American Conference for Irish Studies. Mid-Atlantic Regional Conference. Manhattan College, Bronx, NY. October 1, 2011.

- "Weavers, Poltergeists, Anarchists, and Ulster Non-Subscribing Presbyterians in W.R. MacDermott's *Foughilotra* (1904)." American Conference for Irish Studies. National Conference. University of Wisconsin, Madison, WI. April 1, 2011.
- "The Sow Eats the Farrow / the Farrow Eats the Sow: Colm Tóibín's *Sons and Mothers* and *Brooklyn*." American Conference for Irish Studies. New England Regional Conference. Framingham State University, Framingham, MA. November 12, 2010.
- "Re-writing Joyce and Fitzgerald: Colm Tóibín's *Brooklyn* and Joseph O'Neill's *Netherland*." American Conference for Irish Studies. Mid-Atlantic Regional Conference. Drew University, Madison, NJ. October 1, 2010.
- "Colum McCann's *Let the Great World Spin*: Imaginative Construction of the Post-9/11 Consciousness." American Conference for Irish Studies. National Conference. Penn State University, State College, PA. May 6, 2010.
- The Aesthetic and the Demotic: John Banville's *The Book of Evidence* and Patrick McCabe's *Call Me the Breeze*. American Conference for Irish Studies. National Conference. National University of Ireland Galway. Galway, Ireland. June 13, 2009.
- "Against the Vernacular: the Aestheticism of John Banville and Anne Enright, or, How to Win the Booker." American Conference for Irish Studies. Midwest Regional Conference. Metropolitan State University, St. Paul, MN. October 10, 2008.
- "From 'Peace and Freedom' to 'Peace and Quiet': *The Quiet Man* as a Product of the Post-World War II 1950s." American Conference for Irish Studies. National Conference. University of Saint Ambrose, Davenport, IA. April 19, 2008.
- "The Disappearing Narrator: the Collapse of Culture in John Ford's *The Quiet Man* and Alice McDermott's Novels. American Conference for Irish Studies, Midwest Regional Conference. University of Missouri-Kansas City, Kansas City, MO. October 20, 2007.
- "De-mythologizing the De-mythologizers: Roddy Doyle's *A Star Called Henry* and *Oh, Play That Thing*." American Conference for Irish Studies Annual National Conference. CUNY Graduate Center, New York, NY. April 20, 2007.
- "Negotiating Northern Irish Freedom in Contemporary London: Nick Laird's *Utterly Monkey*." 5<sup>th</sup> Annual Literary London Conference: Representations of London in Literature—an Interdisciplinary Conference. University of Greenwich, London, U.K. July 13-14, 2006.



- "Icons of a Different Sort: the Transvestite in Patrick McCabe's *Breakfast on Pluto* and the Ballet Dancer in Colum McCann's *Dancer*." 3rd Annual Irish Studies Conference. University of Sunderland, Sunderland, U.K. November 12, 2005.
- "Irish Spirit? In Question in John McGahern's *By the Lake* and William Trevor's *The Story of Lucy Gault* and 'Men of Ireland.'" American Conference for Irish Studies, Midwest Regional Conference. Loras College, Dubuque, IA. October 21, 2005.
- "Goodbye to Yeats and O'Neill: Low Seriousness in Beth Lordan's Fiction." Joint Conference of the American Conference for Irish Studies, the British Association of Irish Studies, and the European Federation of Associations and Centres of Irish Studies. The University of Liverpool, Liverpool, England. July 15, 2004.
- "The Irish Rebellion: Who Won? The Truth of Roy Foster's *The Irish Story*." American Conference for Irish Studies, National Conference. University of St. Thomas, Minneapolis, MN. June 3-7, 2003.
- "Rethinking Standish James O'Grady: Classical Scholarship, Anarchism and Communism in his Later Works." Columbia University Irish Studies Seminar. New York, NY. February 7, 2003.
- "The Decay of Lying? On Life Support in William Kennedy's *Roscoe* and Thomas Kelly's *The Rackets*." American Conference for Irish Studies, MidAtlantic Regional Conference. Lehman College, CUNY. Bronx, NY. November 2, 2002.
- "Redemption and Resurrection in Sherman Alexie's *The Toughest Indian in the World* and Colum McCann's *This Side of Brightness*." American Conference for Irish Studies, Midwest Regional Conference, University of Missouri, St. Louis, MO. October 25, 2002.
- "The Pressure of Irish-American Romance on Ireland in Alice McDermott's *Charming Billy* and Edward Delaney's 'The Drowning.'" American Conference for Irish Studies, New England Regional Conference. Boston University, Boston, MA. September 29, 2001.
- "Writing the Great Exhibition in the Immediate Aftermath of the Great Hunger: The Catalogs and *Dublin University Magazine*." Locating the Victorians Conference. The Science Museum. London, England. July 14, 2001.
- "Standish James O'Grady: Spartan Anarchist and Commune-ist." American Conference for Irish Studies, National Conference. Fordham University, New York, NY. June 7, 2001.



- "Intellectual Disdain for Working Class Union: the Cases of Gerry Adams, Michael Patrick MacDonald, and Dennis Smith." American Conference for Irish Studies, Mid-Atlantic Regional Conference. College of Mt. St. Vincent, Bronx, NY. October 28, 2000.
- "Beckett, McCourt, and O'Faolain: The Void of Irish Identity." American Conference for Irish Studies, National Conference. University of Limerick, Ireland. June 28, 2000.
- "Is the Celtic Tiger Really an Alley Cat? The Reception of *Angela's Ashes*." American Conference for Irish Studies, Midwest Regional Conference. St. Ambrose University, Davenport, IA. October 9, 1999.
- "Seamus Deane's *Reading in the Dark*: Inventing Ireland Liberally." American Conference for Irish Studies, New England Regional Conference. Westfield State College, Westfield, MA. October 1, 1999.
- "The 'Enemy' is 'Us': Misconstruing the Real War in *The Deer Hunter* and Other Postwar Narratives." Paper co-authored with John Briggs and Kathleen Brady and presented at "Dressing up for War: Transformations of Gender and Genre in the Discourses and Literature of War": a conference at the Universitat Autònoma de Barcelona, Spain. March 25-26, 1999.
- "War, Misogyny, Creativity, and the Male Romance of Power." Paper co-authored with John Briggs and Kathleen Brady presented at the World Congress on Violence and Human Understanding. University College, Dublin, Ireland. August 1997.
- "The Aryan Myth: An Anglo-Irish Will-to-Power." Society for the Study of Nineteenth Century Ireland. University College, Galway, Ireland. June 29, 1996.
- "The POW-MIA Issue: A Case of Cultural Impotence." Joint Popular Culture-American Culture Associations Meeting. Louisville, March 18-21, 1992.
- "Standish James O'Grady: His Ideas of History." Columbia University Irish Studies Seminar. New York, January 29, 1982.
- "The Image of the Hero in Standish James O'Grady's *History of Ireland*." Mid-Hudson MLA Conference, November 27, 1978.

## PROFESSIONAL SERVICE TO ACADEMIC AND LOCAL COMMUNITY

### 1. External Reviewer for Faculty Promotion and Tenure

Promotion to Full Professor: Eamonn Wall, University of Missouri-St. Louis, St. Louis, MO.

Promotion to Associate Professor and Tenure: Richard Haslam, St. Joseph's University, Philadelphia, PA.

Tenure Evaluation: Patrick Hicks, Augustana College, Sioux Falls, SD.

Promotion to Full Professor: Patricia Monaghan, DePaul University, Chicago, IL.

### 2. External Reviewer for Scholarly Journals and University Presses

*New Hibernia Review*  
*Literature & Religion*  
Notre Dame University Press

### 3. Community Presentations

Panel Leader and Presenter. Creativity and Compassion Conference. Western Connecticut State University. April 20-21, 2012.

"News Story or Sports Story? The Hypnosis of Ersatz Triumph and Defeat." Public Lecture for Banned Books Week. Warner Hall. Western Connecticut State University. September 25, 2006.

"Testimonial Address for Dedication of Praxair Cardiac Care Center." Danbury Hospital. May 22, 2006.

"A Conversation with Frank McCourt," Public Interview of Frank McCourt. Ives Auditorium. Western Connecticut State University. May 6, 2006.

"On WestConn's War Series." Comcast Cable Television Show. Danbury, CT. October 30, 2003.

"On Eugene O'Neill's *Long Day's Journey into Night*." Heritage Village Forum. Heritage Village, Southbury, CT. October 12, 2003.

"On *Ulysses*." Lecture at Opening of "One Day/One Book: An Exhibition in Celebration of Bloomsday #99." Western Connecticut State University Library, June 15, 2003.

"Themes in Contemporary American Fiction." Heritage Village Forum. Heritage Village, Southbury, CT. November 10, 2002.

"Irish Literature." Comcast Cable Television Show. Newtown, CT. December 10, 2000.

"*Angela's Ashes* and Its Critics." Heritage Village Forum. Heritage Village, Southbury, CT. March 5, 2000.

"The Donkeys and the Narrowbacks: The Reception of Frank McCourt's *Angela's Ashes*." Bethel Public Library, Bethel, CT. March 24, 1998.

"Vietnam War Literature." Ridgefield Public Library, Ridgefield, CT. January, 1994.

## EDUCATION

- Ph.D.           Stony Brook University, 1979 (English).  
                    Dissertation Director: David R. Clark  
M.A.           Stony Brook University, 1973 (English).  
B.A.           Fordham University, 1968 (German).

## TEACHING EXPERIENCE

1978-Present -- Instructor, Assistant Professor, Associate Professor, and Professor of English and Writing, Western Connecticut State University. Responsible for teaching courses on all levels from remedial to graduate; Chair of Department from 1987 to 1993. Teaching covers wide range of 19th and 20th century Irish, British, and American literature as well as all levels of writing courses. Recent new courses include: The Craft of Writing, Writing Trauma, The Creative Essay, Irish and American Contemporary Literature and Film, Post-Viet Nam War Film and Literature, Viet Nam War Film and Literature, Contemporary Short Stories and Essays, and Modern War Literature.

1973-1978 -- Teaching Assistant and Lecturer, English Department, State University of New York at Stony Brook. Taught all levels of composition and introductory literature courses. Received honorable mention twice for Department Distinguished Teaching Award.



1971 -- Teaching Assistant, English Department, South Dakota State University, Brookings, SD. Taught freshman composition.

### **PROFESSIONAL SOCIETY MEMBERSHIPS**

American Conference for Irish Studies  
Columbia University Irish Studies Seminar

### **MILITARY SERVICE**

1969-1970 -- Intelligence Staff Officer, U.S. Army. One year in the Mekong Delta, Vietnam as an advisor to the Republic of Vietnam regional and popular forces. Awarded Bronze Star, Purple Heart, Air Medal, Vietnamese Cross of Gallantry. Disabled Veteran.

### **CAMPUS SERVICE**

First Year Experience Coordinator, 2010-present.

Director, Center for Excellence in Learning and Teaching, 2002-2005.

Grievance Officer, campus chapter of the American Association of University Professors, 1994-2000.

Past and current service on numerous University Committees including the Promotion and Tenure Committee, University Senate, Undergraduate Curriculum Committee, Academic Leave Committee, Planning and Budget Committee, Admissions Committee, and numerous search committees.

Past service as advisor to the student newspaper and the undergraduate English majors organization.

### **HONORS**

Yale University Faculty Fellow—2000-2001 school year.

Connecticut State University Research Grants —1999, 2000, 2001, 2002, 2003, 2004, 2005, 2007, 2008, 2009, 2010, 2011, 2012.

**STAFF REPORT****FINANCE COMMITTEE**

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**ITEM**

Award of the Title Connecticut State University Professor to Marie A. Wright

**RECOMMENDED MOTION FOR FULL BOARD**

RESOLVED, that Western Connecticut State University Professor Marie A. Wright be, and hereby is, awarded the title of Connecticut State University Professor effective January 11, 2013.

**BACKGROUND**

In 1987, at the request of the Board of Trustees for Connecticut State University, the title Connecticut State University Professor was created to recognize outstanding merit among the teaching faculty in the System. Each university is limited to three such designated scholars at any time. To attain the designation, a faculty member must be nominated through a committee procedure which is advisory to the University President, receive the recommendations of the University President and BOR President, and receive approval of the Board of Regents. CSU Professors receive a salary 10 percent higher than they would otherwise receive for their rank and years of service.

**ANALYSIS**

Dr. Wright is an authority in the field of Information Technology Security and is a two-time winner of the Ansell Business School Annual Faculty of the Year Award. She has been cited by President Schmotter for her service to Western Connecticut State University.

The designation of CSU Professor for Dr. Wright has been recommended by Presidents Austin and Schmotter and is in compliance with the provisions of the AAUP contract.



**MARIE A. WRIGHT, Ph.D., CHS-V**

Western Connecticut State University  
Management Information Systems Department  
181 White Street  
Danbury, CT 06810

Telephone: (203) 837-9344  
E-mail: [wrightm@wcsu.edu](mailto:wrightm@wcsu.edu)  
Website: <http://people.wcsu.edu/wrightm>

**EDUCATION**

- Ph.D.     **University of Massachusetts, Amherst, Amherst, MA**  
Major Field:    Information and Control Systems  
Minor Field:    Management Science  
Dissertation:   *An Investigation of the Perceptions of ATM Security Issues Maintained by Bank Officials within the Commonwealth of Massachusetts*  
February 1989
- MBA       **Clarkson University, Potsdam, NY**  
Master of Business Administration  
Thesis:    *Social Anxiety and Student Personal Development*  
May 1984
- B.S.       **University of Massachusetts, Boston, Boston, MA**  
Management Information Systems  
May 1981     *Summa Cum Laude*

**CERTIFICATIONS**

**The American Board for Certification in Homeland Security, Springfield, MO**  
Certified in Homeland Security, Level V (CHS-V) – October 2009  
Certified in Homeland Security, Level IV (CHS-IV) – April 2006  
Certified in Homeland Security, Level III (CHS-III) – July 2003

## PROFESSIONAL EXPERIENCE

Western Connecticut State University, Danbury, CT  
Management Information Systems Department  
Professor, May 2002 – present  
Associate Professor, January 1990 – May 2002

### Teaching Awards

Twice received the Ancell School of Business *Faculty of the Year* award: 2009-2010 and 2003-2004 (School-wide competition; single recipient elected by the Student Government Association)

### Curriculum Development

Wrote the documentation for three MIS courses: *Digital Forensics I*, *Digital Forensic Software*, and *Social Media in Business*

Wrote the proposal for the new MIS Security Lab

Established WCSU's information assurance website: <http://www.wcsu.edu/asb/mis/ia.asp>

Developed an advanced information systems security course (MIS 361: *Information Assurance*)

Developed the first interdisciplinary undergraduate program in Information Security Management, offered within a school of business, in the United States

Developed a minor in MIS

Developed the first undergraduate course in information systems security, offered within a school of business, in the United States (MIS/JLA 341: *Information Systems Security*)

### Curriculum Certification

Twice compiled, wrote, and submitted the documentation required for WCSU's security courses in the MIS/Information Security Management option to become nationally recertified by the Committee on National Security Systems of the National Security Agency under Standard 4011, *National Standard for Information Systems Security Professionals*

Compiled, wrote, and submitted the documentation for WCSU's security and technology courses to be nationally certified by the Committee on National Security Systems of the National Security Agency under Standard 4011, *National Standard for Information Systems Security Professionals*, and Standard 4013, *National Standard for System Administrators in Information Systems Security*

### Student Scholarships

Obtained scholarship funds from the Connecticut Chapter of the Information Systems Security Association (CT-ISSA). Funds were awarded annually to students in the MIS/Information Security Management program

Received a \$25,000 grant from the National Security Agency to support students enrolled in WCSU's undergraduate security courses during the 1999-2000 academic year. (First time NSA had awarded a grant to be used for undergraduate student scholarships)

### Courses Taught

*Information Systems Concepts*  
*Data Analysis and Integration Software*  
*Business Models*  
*Information Systems Security*  
*Information Assurance*  
*Decision Support Systems*  
*Introduction to Management Science*  
*Information Systems Management*



## **PROFESSIONAL EXPERIENCE (continued)**

**College of Our Lady of the Elms, Chicopee, MA**  
**Mathematics and Computer Science Department**  
**Assistant Professor**  
**June 1986 – December 1989**

### **Courses Taught**

*Computer Science I*  
*Computer Science II*  
*Fundamental Concepts of Mathematics*  
*College Mathematics with Applications*  
*Linear Algebra*  
*Applied Algebra and Discrete Structures*

## **FEDERAL GOVERNMENT WORK – Unclassified**

**Member – *The American Board of Information Security and Computer Forensics***  
**2009 – 2012**

The ABISCF is a national board established by the American College of Forensic Examiners and the American Board for Certification in Homeland Security. Board members serve as subject matter experts, assessing, articulating, and meeting information security and computer forensics needs as they relate to homeland security issues. This is a nationally-elected board position.

**Member – *NSF National Visiting Committee for the CyberWATCH Regional Center***  
**2006 – 2009**

The National Visiting Committee is a review committee selected by the National Science Foundation to oversee the CyberWATCH (Cybersecurity: Washington Area Technician and Consortium Headquarters) Regional Center. Committee members are responsible for annually visiting the Center's headquarters in Largo, Maryland; reviewing the Center's operations and programs; establishing its viability and adherence to the goals and objectives stated in the NSF grant proposal; determining the Center's future potential; and preparing annual reports for NSF.

**Advisory board member – *National Workforce Center for Emerging Technologies (NWCET)/Computer Technology Industry Association (CompTIA) Security+ Certification***  
**2003 – 2004**

NWCET and CompTIA are both well-known for their information technology workforce development, education and certification programs. Advisory board members are responsible for collaborating and working with government and industry personnel to establish common security skill standards in information and communication technology.

**Panel Review Member – *NSF Federal Cyber Service: Scholarship for Service program***  
**2001 – 2004**

Served as a subject matter expert and reviewed grant proposals submitted to the National Science Foundation for the Federal Cyber Service: Scholarship for Service program.

**Subject Matter Expert – *White House Office of Science and Technology Policy***  
**2000**

Worked with the White House Office of Science and Technology Policy to develop policy recommendations for encouraging academic initiatives in information security.

## FEDERAL GOVERNMENT WORK – Unclassified (continued)

### **Member – NSF Education Steering Committee**

**2002**

Worked with individuals from the National Science Foundation to study the role of community colleges in information systems security education.

### **Review Board Member – NSA Center of Academic Excellence in Information Assurance Education program**

**1999 – 2003**

Assessed the information security educational curricula at more than a dozen U.S. universities for recognition as National Security Agency Centers of Academic Excellence in Information Assurance Education.

## PUBLICATIONS

### **Books**

Wright, M., & Kakalik, J. (2007). *Information security: Contemporary cases*. Sudbury, MA: Jones and Bartlett Publishers, Inc.

Wright, M., & Kakalik, J. (2007). *Instructor's manual for Information security: Contemporary cases*. Sudbury, MA: Jones and Bartlett Publishers, Inc.

### **Chapters in Books**

Belon, B., & Wright, M. (2002). Case study: Creation of a degree program in computer security. In *Protecting information: The role of community colleges in cyber security education* (pp. 39 – 55). Washington, DC: Community College Press.

Wright, M. A. & Kakalik, J. S. (2000). The erosion of privacy? In R. M. Baird, R. Ramsower, & S. E. Rosenbaum (Eds.) *Cyberethics: Social & moral issues in the computer age* (pp. 162-170). Amherst, NY: Prometheus Books.

Wright, M. (1995). Business needs and cryptographic systems. In R. E. Umbaugh (Ed.) *Handbook of IS Management*, 4th ed. (pp. 225-235). New York, NY: Auerbach Publishers.

### **Articles**

Wright, M., & Drozdenko, R. Assessing the vulnerability of college students to committing information security breaches. *Ethics and Information Technology*. (Under review).

Wright, M. (Fall/Winter 2011). Domestic terrorism, cyber-radicalization, and U.S. college students. *The Forensic Examiner*, 20(3), 10-18.

Wright, M. (Winter 2008). Technology and terrorism: How the Internet facilitates radicalization. *The Forensic Examiner*, 17(4), 14-20.  
Reprinted in *Inside Homeland Security*. (Winter 2008). 6(4), 50-56.

Wright, M. (Summer 2005). Information assurance education and the protection of U.S. critical infrastructures. *The Forensic Examiner*, 14(2), 33-37.



## PUBLICATIONS (continued)

- Wright, M. A. (February 2003). International terrorism response ignores privacy. *Computer Fraud & Security*, (2), 14-17.
- Kakalik, J. S., & Wright, M. A. (July 2002). Using the online marketplace to find qualified infosec professionals. *Computer Fraud & Security*, (7), 10-12.
- Wright, M. A. (October 2001). The Advanced Encryption Standard. *Network Security*, (10), 11-13.
- Wright, M. A. (August 2001). Assessing the impact of security education initiatives on critical infrastructure protection. *Computer Fraud & Security*, (8), 8-10.
- Wright, M. A. (May 2001). Keeping top management focused on security. *Computer Fraud & Security*, (5), 12-14.
- Kakalik, J. S., & Wright, M. A. (December 2000). Privacy and security in wireless computing. *Network Security*, (12), 12-15.
- Wright, M. A. (September 2000). The impact of quantum computing on cryptography. *Network Security*, (9), 13-15.
- Wright, M. A. (July 2000). Virtual private network security. *Network Security*, (7), 11-14.
- Wright, M. A. (November 1999). The evolution of the Advanced Encryption Standard. *Network Security*, (11), 11-14.
- Wright, M. A. (September 1999). An overview of PKI. *Network Security*, (9), 14-17.
- Wright, M. (February 1999). Third generation risk management practices. *Computer Fraud & Security*, (2), 9-12.
- Wright, M. A. (October 1998). The elliptic curve cryptosystem: A synopsis. *Network Security*, (10), 14-17.
- Wright, M. A. (August 1998). The need for information security education. *Computer Fraud & Security*, (8), 14-17.
- Wright, M. A. (February 1998). A look at public key certificates. *Network Security*, (2), 10-13.
- Wright, M. A., & Kakalik, J. S. (December 1997). The erosion of privacy. *Computers & Society*, 27(4), 22-25.
- Wright, M. (September 1997). From key escrow to key recovery: Variations on a theme. *Computer Fraud & Security*, (9), 12-14.
- Wright, M. (April 1997). Authenticating electronic cash transactions. *Computer Fraud & Security*, (4), 10-13.
- Kakalik, J. S., & Wright, M. A. (Fall 1996). Responding to privacy concerns of consumers. *Review of Business*, 18(1), 15-18.



## PUBLICATIONS (continued)

Wright, M. (September 1996). Securing Internet commerce. *Computer Fraud & Security*, (9), 10-12.

Wright, M. A. (July 1996). Silence and secrecy: A historical sketch of the NSA. *ACM Security, Audit & Control Review*, 14(3), 17-20.

Wright, M. A. (March 1996). Encryption alternatives for network security. *Computer Fraud & Security*, (3), 15-17.

Wright, M. A. (September/October 1995). Controlling UNIX permissions and passwords. *Data Security Management*, 1-7.

Wright, M. A. (March 1995). Protecting information from Internet threats. *Computer Fraud & Security*, (3), 6-10.

Wright, M. A. (Winter 1994). Protecting information: Effective security controls. *Review of Business*, 16(2), 24-28.

Wright, M. A. (September 1993). Regulating U.S. cryptography: Concern and controversy. *Computer Fraud & Security*, (9), 10-12.

Wright, M. A. (July 1993). Selecting a cryptographic system. *Data Security Management*, 1-12.

Wright, M. A. (March 1993). Conventional cryptography. *Mathematics Teacher*, 86(3), 249-251.

Wright, M. A. (Winter 1992). Security services in the OSI reference model. *ACM Security, Audit & Control Review*, 10(1), 37-43.

Wright, M. A. (September 1991). Tackling financial fraud: Security controls in ATM systems. *Computer Fraud & Security*, (9), 11-14.

Wright, M. A. (Spring 1991). Issues in computer network security. *Connecticut Review*, 13(1), 33-40.

Wright, M.A. (April 1991). Security controls in ATM systems. *Proceedings of the 8<sup>th</sup> Annual ISSA Working Conference for Information Security Professionals*, B11-B15.

Wright, M. A. (Winter 1990). Communication security in a distributed network. *ACM Security, Audit & Control Review*, 7(4), 1-6.

Wright, M. (April 1990). DES: An historical perspective. *The New England Chapter of the Information Systems Security Association Newsletter*, 6-7.

Wright, M. (January 1990). Microcomputer security. *The New England Chapter of the Information Systems Security Association Newsletter*, 2-4.

Wright, M. (November 1989). Contingency plans for disaster recovery. *The New England Chapter of the Information Systems Security Association Newsletter*, 5-7.

## PUBLICATIONS (continued)

Wright, M. (October 1989). Smart card technology. *The New England Chapter of the Information Systems Security Association Newsletter*, 3-5.

Wright, M. (September 1989). Access control methods. *The New England Chapter of the Information Systems Security Association Newsletter*, 7-8.

## PRESENTATIONS

Wright, M. A. (2012, March 19). Classified presentation. National Security Agency, Ft. Meade, MD.

Wright, M. A. (2011, October 14). College students and information security: Assessing the likelihood that a breach will occur. Presented at the *2011 American College of Forensic Examiners International (ACFEI) Executive Summit*, Branson, MO.

Wright, M. A. (2011, October 13). Classified presentation to individuals from the National Security Agency and the Department of Homeland Security. *2011 American College of Forensic Examiners International (ACFEI) Executive Summit*, Branson, MO.

Wright, M. A. (2004, April 3). Teaching security concepts using interactive technologies. Presented at the *18<sup>th</sup> Annual Connecticut State University Academic Computing Conference*, New Britain, CT.

Wright, M. A. (2002, October 1). Successful partners in IA education. Presented at Norwalk Community College's *3<sup>rd</sup> Annual News Luncheon*, Norwalk, CT.

Wright, M. A. (2002, September 3). Infosec education and partnerships. Presented at the *Swiss Reinsurance Global Information Security Conference*, New York, NY.

Wright, M. (2002, June 26-28). Establishing a cybersecurity program. Session moderator and participant at the National Science Foundation workshop, *The Role of Community Colleges in Cybersecurity Education*. Washington, DC.

Wright, M. A. (2002, June 4). Western Connecticut State University and Norwalk Community College partnership in cybersecurity education. Presented at the *6<sup>th</sup> National Colloquium for Information Systems Security Education*, Redmond, WA.

Wright, M. A. (2001, April 21). Recent security incidents. Presented at the *15<sup>th</sup> Annual Connecticut State University Academic Computing Conference*, Danbury, CT.

Wright, M. A. (2000, April 15). Recent events in computer security. Presented at the *14<sup>th</sup> Annual Connecticut State University Academic Computing Conference*, New Britain, CT.

Wright, M. A. (1999, June 1). Information security and the CEO. Presented at Western Connecticut State University's *CEO Forum*, Ridgefield, CT.

Wright, M. A. (1999, May 25). Information systems security education at Western Connecticut State University. Presented at the *3<sup>rd</sup> National Colloquium for Information Systems Security Education*, Palisades, NY.



## PRESENTATIONS (continued)

Wright, M. A. (1998, October 6). Security planning and risk management. Speaker and session chair at the 21<sup>st</sup> National Information Systems Security Conference, Arlington, VA.

Wright, M. A. (1998, September 14). Incorporating INFOSEC into the undergraduate curriculum at WCSU. Invited presentation for the National Security Agency's Deputy Director for Information Systems Security, Ft. Meade, MD.

Wright, M. A. (1998, June 16-17). Incorporating INFOSEC into undergraduate education at Western Connecticut State University. Presented at the 2<sup>nd</sup> National Colloquium for Information Systems Security Education, Harrisonburg, VA.

Wright, M. A. (1998, March 24). Securing electronic transactions. Invited presentation for the faculty, undergraduate, and graduate students at Clarkson University, Potsdam, NY.

Wright, M. A. (1997, January 30). Future trends in INFOSEC education. Invited presentation at the Department of Defense-sponsored 1<sup>st</sup> Annual Workshop on Education in Computer Security, Monterey, CA.

Wright, M. A. (1993, January 19). Computer crime and control. Presented to the Danbury area chapter of the Institute of Management Accountants, Danbury, CT.

Wright, M. A. (1991, April 1-3). Security controls in ATM systems. Presented at the 8<sup>th</sup> Annual International Information Systems Security Association Conference, San Diego, CA.

## GRANTS

Co-Principal Investigator, NSF Grant #0201873  
*Computer Security and Data Assurance Associate Degree Program*  
September 15, 2002 – August 31, 2005  
Award Amount: \$688,414

Principal Investigator, NSF Grant #0302779  
*Planning Grant for a New England Regional Center for Information Systems Security Education*  
September 11, 2003 – September 11, 2004  
Award Amount: \$69,269

## MEMBERSHIPS IN PROFESSIONAL ORGANIZATIONS

American Association of University Women (AAUW)  
American Board for Certification in Homeland Security (ABCHS)  
American College of Forensic Examiners International (ACFEI)  
American Society for Industrial Security (ASIS)  
Association for Computing Machinery (ACM)  
Beta Gamma Sigma (BGS) National Honor Society  
Computer Security Institute (CSI)  
Information Systems Security Association (ISSA)  
InfraGard Connecticut  
Institute for Electrical and Electronics Engineers (IEEE)



OFFICE OF THE PRESIDENT  
JAMES W. SCHMOTTER, PH.D

December 11, 2012

Dr. Philip E. Austin  
Interim President  
Board of Regents for Higher Education  
Connecticut State Colleges & Universities  
39 Woodland Street  
Hartford, CT 06105

Dear Dr. Austin:

I am writing to recommend to the Connecticut Board of Regents for Higher Education that Dr. Edward A. Hagen, Professor of Writing, Linguistics & Creative Process, and Dr. Marie A. Wright, Professor of Management Information Systems, be appointed as Connecticut State University Professors from Western Connecticut State University effective Spring semester 2013. They will replace Dr. John Briggs and Professor Margaret Grimes, both of whom have retired in 2012.

Both Dr. Hagen and Dr. Wright have distinguished themselves both within their respective academic disciplines and in their service to students, colleagues, and the university. Below are brief profiles of their accomplishments; their CVs are also enclosed.

**Edward A. Hagen** joined the Western faculty in 1978 and a year later received his Ph.D. in English from SUNY-Stony Brook. He has taught a wide range of 19<sup>th</sup> and 20<sup>th</sup> century Irish, British, and American Literature courses as well as all levels of writing courses. Examples of new courses he has recently developed include The Craft of Writing, Irish and American Contemporary Literature and Film, Post-Viet Nam War Film and Literature, and Modern War Literature. Over the years, he has served multiple times on nearly all major university committees and currently coordinates our First Year Experience Program. Dr. Hagen's academic specialty is modern Irish literature, and he has written a study of the work of Standish James O'Grady as well as edited versions of O'Grady's works and those of W.R. MacDermott. He has published many articles on writers such as Frank McCourt and Colm Toibin as well as studies of the portrayal of the Irish in film. He has also pursued a research agenda examining fictional and film portrayals of the Viet Nam War, a conflict in which he served as a young intelligence officer. He is also an active participant in the field of Irish Studies on both sides of the Atlantic, with dozens of conference presentations over the years. On a regular basis, he has brought the material in his research to more general audiences through public lectures and contributions to the media.



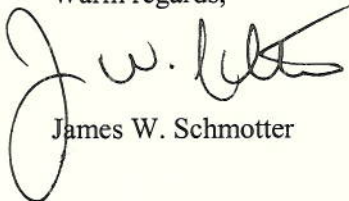
Dr. Philip E. Austin  
December 12, 2012  
Page 2

**Marie A. Wright** joined the faculty of Western's Ansell School of Business in 1990 after earning her doctorate at the University of Massachusetts, Amherst and an MBA at Clarkson University. She has been the leading force in developing Western's program in Information Security, including the creation of the first undergraduate course in information security and the first interdisciplinary program in that field in an American business school. She has worked to gain—and have renewed—national certification of our courses in Information Security by the Committee on National Security Systems of the National Security Agency. She has taught a wide variety of MIS courses, including Information Security Systems, Business Models, Information Systems Concepts, and Decision Support, work which has led to her twice receiving the Ansell School's Faculty of the Year award. Dr. Wright has held a number of national roles in her field, among them serving as a member of the American Board of Information Security and Computer Forensics, as a member of the NSF National Visiting Committee for the CyberWATCH Regional Center, and as a subject matter expert for the White House Office of Science and Technology Policy. She has written a casebook on information security and more than forty articles on technology and terrorism, encryption, financial fraud, and Internet security.

Both of these colleagues demonstrate the combination of service to discipline and institution, intellectual productivity, and teaching grounded in scholarship that represents Western Connecticut State University at its very best. I am pleased and proud to recommend to the Board of Regents their appointment as Connecticut State University Professors.

Thank you for your attention, and please let me know if you have any questions about this matter.

Warm regards,

A handwritten signature in black ink, appearing to read "J. W. Schmotter", written over the printed name.

James W. Schmotter

Enclosures

c: M. Foley  
J. McBride Gates  
C. Spiridon





## MEMORANDUM

**TO:** Committee on Administration

**FROM:** Dennis Murphy, Chief of Staff  
Steven Weinberger, VP for Human Resources

**RE:** Temporary Stipend for Director of Policy & Research

**DATE:** December 20, 2012

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### Background

Dr. Braden Hosch, Director of Policy and Research, was awarded a temporary, annual stipend of \$24,000 effective April 13, 2012, the date on which he assumed the responsibilities of Director of Academic Programs & Student Services in addition to the duties of his own position. As a result of this action, Dr. Hosch's annual salary increased from \$125,000 to \$149,000. On October 10, 2012, this temporary stipend was suspended by the President of the Board of Regents.

### Discussion

During the time that has elapsed since the suspension of Dr. Hosch's stipend, the ConnSCU Administration has had the opportunity to review a Special Compensation Analysis prepared for the Committee by Owen-Pottier Consultants along with salary data for positions comparable to Director of Policy & Research and Director of Academic Programs & Student Services. Based thereon, the Administration recommends the reinstatement of Dr. Hosch's stipend retroactive to October 10, 2012.

In making this recommendation, the Administration notes the following for the Committee's consideration:

1. In being assigned the duties of Director of Academic Programs & Student Services, Dr. Hosch took on the responsibilities of a position different and distinct from his own – that

is, Director of Policy & Research; these are new, rather than additional, duties. Simply stated, Dr. Hosch has been asked to perform two jobs.

2. The stipend in question is intended to be temporary in nature, meaning that it will be removed once the Board hires a leader for its academic agenda, whether designated as Director of Academic Programs & Student Services or otherwise.

In sum, the Administration's recommendation is congruent with the findings of the Owen-Pottier report and, additionally, represents a reasonable compensation adjustment for Dr. Hosch in view of the salaries of comparators.

#### Recommendation

That the Administration Committee recommend the reinstatement of Dr. Hosch's temporary stipend of \$24,000 effective October 10, 2012 for the period of time in which he performs the duties of Academic Programs & Student Services in addition to his responsibilities as Director of Policy & Research.

SW/



**ITEM**

Approval of FY 2013 Budget Adjustments for Manchester Community College, Norwalk Community College, Naugatuck Valley Community College, Tunxis Community College and Middlesex Community College.

**RECOMMENDED MOTION FOR THE BOARD**

RESOLVED, that the Board of Regents approve the operating budget adjustments for FY 2013 for the five community colleges as follows:

	FY 2013 Original <u>Budget</u>	Budget <u>Adjustment</u>	FY 2013 Revised <u>Budget</u>
Manchester CC	\$50,094,442	\$1,320,000	\$51,414,442
Middlesex CC	\$19,914,058	\$ 97,875	\$20,011,933
Norwalk CC	\$43,686,423	\$ 211,503	\$43,897,563
Naugatuck Valley CC	\$49,786,321	\$ 142,640	\$49,928,961
Tunxis CC	\$30,369,342	<u>\$ 163,000</u>	\$30,532,342
		\$1,935,018	

**BACKGROUND**

The community college budget allocation formula uses a revenue sharing concept to provide funding to each institution. Under the model, each institution is required to determine a tuition revenue target using board-approved tuition rate changes and estimated enrollment growth. Each college's tuition revenue contribution (or the amount of its tuition revenue subsidy) is then determined by assessing its formula-based expenditure needs relative to its tuition revenue target. Any excess of tuition revenues within an institution's target above formula expenditures is considered available for redistribution to other institutions in the system.

Five institutions: Manchester Community College, Norwalk Community College, Naugatuck Valley Community College, Tunxis Community College and Middlesex Community College, have been net contributors to the seven other colleges over the past five years. Manchester Community College, due in part to its robust enrollment growth, has contributed more than the other four colleges combined.

In June 2012, the Board of Regents approved a proposal to provide budget relief to the five contributing institutions. BOR staff were directed to develop recommendations regarding the amount of budget adjustment to these five institutions based on institutional plans. The recommendations presented today call for budget adjustments for each of the five institutions that are roughly equal to one-half of each institution's required contribution for FY 2013, or about \$1.935 million in total. The adjustments will be funded from system reserves.

A summary of institutional plan submissions and staff recommendations appears in Attachment A.

# ATTACHMENT A

## Connecticut Community Colleges Summary of Requested and Recommended Budget Adjustments, FY 2013

	Requested					Recommended		
	FT Positions	PT Positions	Salary	Fringe Benefits	Total	FT Positions	PT Positions	Funding
<b>Manchester Community College</b>								
<b>Personal Services</b>								
Academic Support Positions								
Academic Support Tutors		29	125,000	37,500	162,500		29	162,500
Office of Transitional Programs Support		3	75,000	22,500	97,500		3	97,500
Library Services Support		5	80,000	24,000	104,000		5	104,000
Ed. Tech & Distance Learning Support		3	125,000	37,500	162,500		3	162,500
Math Redesign Support		10	60,000	18,000	78,000			0
Student Services Support Positions								
Registration		5	83,000	24,500	107,500		5	107,500
Admissions		3	70,000	21,000	91,000		3	91,000
Financial Aid		5	70,000	21,000	91,000		5	91,000
Counseling & Career Services		12	70,000	21,000	91,000		12	127,000
Special Needs, Testing & Retention		4	50,000	15,000	65,000			0
<b>Total - Personal Services</b>		79			1,050,000		65	943,000
<b>Other Expenses</b>					350,000			250,000
<b>Equipment - Technology to Support Classrooms &amp; Labs</b>					127,000			127,000
<b>Grand Total</b>		79			<b>\$ 1,527,000</b>		65	<b>\$ 1,320,000</b>
<b>Naugatuck Valley Community College</b>								
<b>Other Expenses - Machinery Supplies such as coolant, hydraulic oil, signage, IT supplies, furniture and computers for the Manufacturing Center</b>								
					<b>\$ 142,640</b>			<b>\$ 142,640</b>
<b>Middlesex Community College</b>								
<b>Personal Services</b>								
Student Tutors		5	8,000		8,000		5	8,000
Learning Center Coordinator	1		48,116	18,284	66,400	1		66,400
<b>Total - Personal Services</b>					74,400			74,400
<b>Other Expenses - Construction Services</b>					23,475			23,475
<b>Equipment</b>					164,394			
<b>Grand Total</b>	1	5			<b>\$ 262,269</b>	1	5	<b>\$ 97,875</b>
<b>Tunxis Community College</b>								
<b>Personal Services</b>								
Instructor	2		95,410	28,623	124,033	2		124,033
Temporary Clerk Typist		1	15,887	4,766	20,653		1	20,653
<b>Personal Services Total</b>					144,686			144,686
<b>Other Expenses</b>					18,314			18,314
<b>Equipment</b>								
<b>Grand Total</b>	2	1			<b>\$ 163,000</b>	2	1	<b>\$ 163,000</b>
<b>Norwalk Community College</b>								
<b>Personal Services</b>								
QWC (HVAC)	1				43,895	1		43,895
QCW (Carpenter)	1				43,895	1		43,895
Skilled Maintainer	1				38,211	1		38,211
IT Tech 2	1				1,700	1		1,700
IT Tech 1	2				83,802	2		83,802
Media Specialist	1				41,901			
<b>Personal Services Total</b>					253,404			211,503
<b>Other Expenses</b>					-			-
<b>Equipment</b>					-			-
<b>Grand Total</b>	7				<b>\$ 253,404</b>	6		<b>\$ 211,503</b>
<b>Grand Total - All Proposals</b>	<b>10</b>	<b>85</b>			<b>\$ 2,094,909</b>	<b>9</b>	<b>71</b>	<b>\$ 1,935,018</b>



**STAFF REPORT****FINANCE COMMITTEE**

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**ITEM**

The Sub-lease of a portion of an office trailer at Central Connecticut State University to New Britain Emergency Medical Services, Inc. (NBEMS).

**BACKGROUND**

Section 4b-38 of the Connecticut General Statutes provides that the “Board of Trustees,” now the Board of Regents, of a constituent unit of the state system of higher education “may lease land or buildings, or both, and facilities under the control and supervision of such board when such land, buildings or facilities are otherwise not used or needed for use by the constituent unit and such action seems desirable to produce income or is otherwise in the public interest, provided the Treasurer has determined that such action will not affect the status of any tax-exempt obligations issued or to be issued by the State of Connecticut.” The State of Connecticut Attorney General’s Office approvals are required for lease agreements approved by the Board of Regents.

**ANALYSIS**

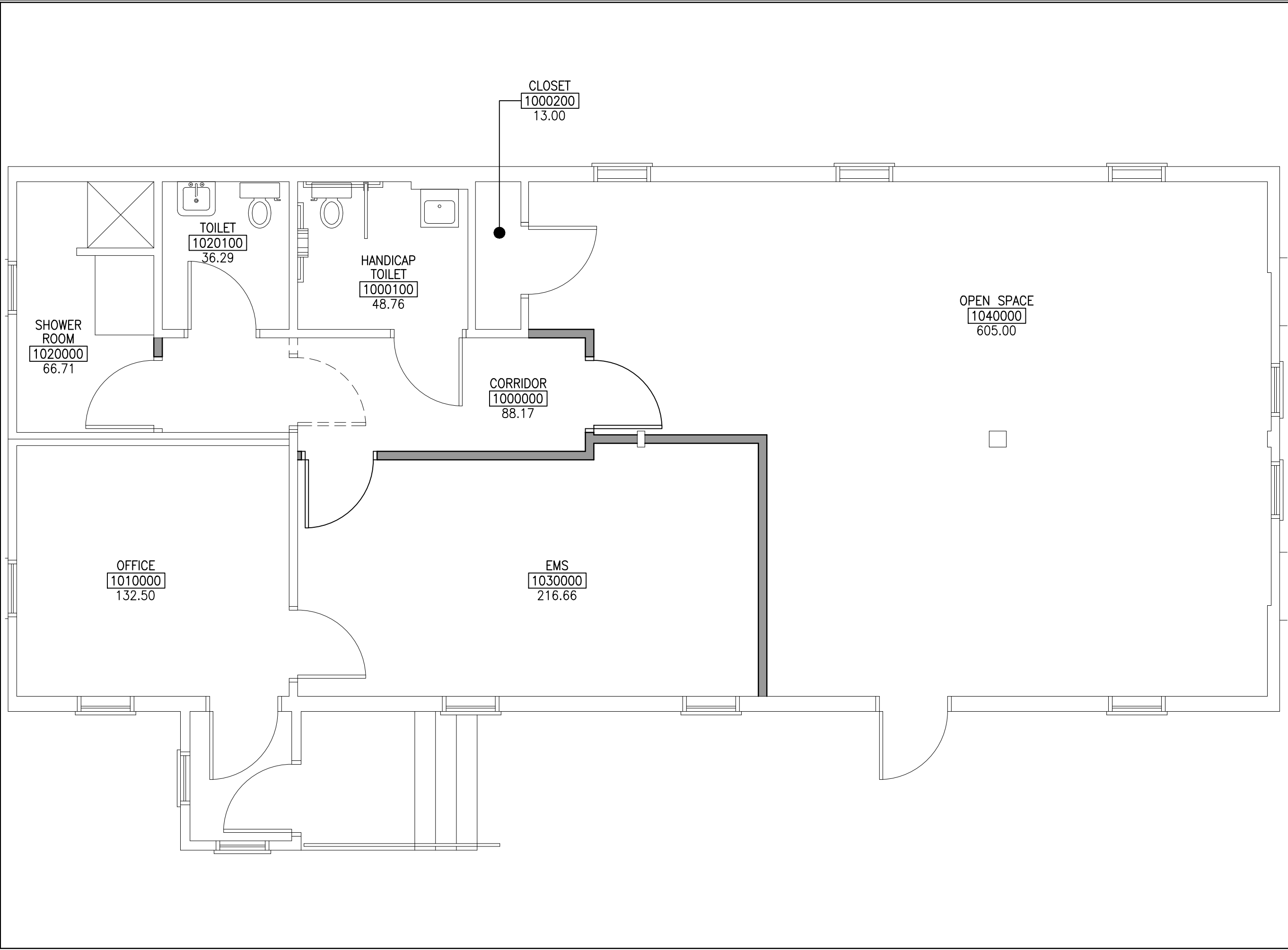
In 2011, Central Connecticut State University initiated a five-year lease for a 1,344 square foot modular trailer that is located adjacent to Central’s Police Station, at 1 Pikiell Drive (off Manafort Drive). The trailer was leased as a precautionary measure during the H1N1 threat. Central’s plan was to house and treat students infected with the H1N1 virus in the trailer. The H1N1 virus did not become an epidemic and use of an emergency health shelter to quarantine students afflicted with the virus did not occur. Currently, 994.84 square feet of the trailer remain set up to accommodate up to 8 care stations. The remaining building area comprises an office, two toilet rooms (one accessible) and an accessible shower room. The trailer lease is funded from Central’s operating funds.

Central is requesting approval from the Board of Regents to lease two rooms in the modular trailer consisting of approximately 349 square feet to New Britain Emergency Medical Services, Inc. (New Britain EMS). New Britain EMS is a not-for-profit ambulance service whose primary location is in central New Britain at 225 Arch Street. Use of the modular trailer will enable New Britain EMS to post a staffed paramedic ambulance at Central’s campus between the hours of 8:00 AM and 12:00 AM, 7-days per week. The leased space will be used as a small office for ambulance staff waiting for responses. The ambulance, when posted at the Central location, will provide primary New Britain EMS response coverage to Central’s community as well as the northern section of New Britain.


The lease term shall be for one-year with three additional one-year terms. The annual rent will be one dollar.

**PRESIDENT’S RECOMMENDATION**

Board of Regents shall enter into a lease agreement with New Britain EMS for space in the emergency shelter modular trailer for a one-year term, renewable for three additional one-year terms, at a cost of \$1 per year, commencing February 1, 2013.



Central Connecticut State University




1615 Stanley Street  
New Britain, CT 06050

REVISIONS		
NUMBER	DATE	DESCRIPTION
#	00/00/00	(TEXT)

PUBLIC AUXILIARY OFFICES  
RENOVATIONS

KEY PLAN

NOT TO SCALE



CCSU PROJECT No.:	29E-##
DPW PROJECT No.:	---
DRAWN BY:	JP/NS
DATE:	10/15/12
CAD FILE:	P:\...\\---.DWG

PROPOSED FLOOR PLAN

BUILDING No.:	DRAWING No.:
29E	A-1

## **SUB-LEASE AGREEMENT**

This **SUB-LEASE AGREEMENT** (hereinafter the “Lease”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between The State of Connecticut Board of Regents for Higher Education, with an office and principal place of business at 39 Woodland Street, Hartford, Connecticut (hereinafter “LESSOR”), and New Britain Emergency Medical Services (New Britain EMS), Inc., a not-for-profit corporation organized and existing under the laws of the State of Connecticut, having an office and principal place of business located at 225 Arch Street, New Britain, Connecticut (hereinafter “LESSEE”).

**WITNESSETH:** In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the parties hereto do hereby AGREE as follows:

### **1. DEMISED PREMISES**

For the consideration herein stated, LESSOR does hereby lease unto LESSEE the following property (hereinafter the “Leased Premises”):

Exclusive use of approximately 349.16 square feet of floor space, being all of room numbers 1010000 and 1030000 as shown on Proposed Floor Plan (the floor plan), attached, in a trailer located on the Southeast side of Central Connecticut State University’s (CCSU) campus in the City of New Britain, County of Hartford, and State of Connecticut. Provided, however that LESSOR retains the right to pass through rooms 1010000 and/or 1030000 for urgent or emergency purposes only, if needed to gain access to the “Open space” area designated on the floor plan; and

Nonexclusive use of the entry, toilet rooms and shower room as shown on the floor plan.

The sub-leased Premises include all fixtures, equipment, improvements, installations and appurtenances that at the commencement of or during the term of this lease are thereto attached.

### **2. TERM**

The term of this Lease shall be for one (1) year, beginning on the 1<sup>st</sup> day of February, 2013, and ending on the 31<sup>st</sup> day of January, 2014 (the “Initial Term”). The sub-lease shall automatically renew for an additional three (3), one (1) year terms unless either party notifies the other in writing thirty (30) days prior to the expiration of then-current term. (The Initial Term and any renewal or extension thereof shall hereinafter be collectively referred to as the “Term” of the Lease.)

### **3. RENT**

3.1. The Premises shall be leased to LESSEE for an annual rental of one dollar (\$1.00) payable in advance on the first day of every February during the Term of this Lease, to be paid to LESSOR at the following address or such other place as LESSOR may designate, in lawful money of the United States of America:

Central Connecticut State University  
c/o Business Services  
1615 Stanley Street  
New Britain, CT 06050.

LESSEE does hereby covenant and agree promptly to pay the rent herein reserved as and when the same shall become due and payable, without demand therefore, and without any set-off or deduction whatsoever.

### **4. PEACEFUL POSSESSION**

LESSOR covenants that LESSEE, on paying the said rental and performing the covenants and conditions in the Lease contained, shall and may peaceably and quietly have, hold and enjoy the sub-leased Premises during the Term of this Lease.

### **5. USE OF LEASED PREMISES**

5.1 LESSEE agrees to use the leased Premises to post a staffed paramedic ambulance on the campus of CCSU between the hours of 8:00 am and 12:00 am 7 days per week. The leased Premises would be used as a small office for staff to use while waiting for responses. The ambulance when posted at the CCSU location will provide primary EMS response coverage to the CCSU community as well as the northern section of the City of New Britain.

LESSEE agrees to comply with any and all ordinances and regulations affecting the Leased Premises and promulgated by any duly constituted governmental authority affecting the cleanliness, safety, use and occupation of the sub-leased Premises.

5.2 LESSEE shall not do or permit to be done any act or thing upon the Leased Premises which will invalidate or be in conflict with fire insurance policies covering the Leased Premises and the fixtures and property therein, and shall not do, or permit to be done, any act or thing upon the Leased Premises which shall or might subject LESSOR to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on upon the Leased Premises or for any other reason. LESSEE, at its sole expense, shall comply with all rules, orders, regulations, or requirements of the Board of Fire Underwriters, or any other similar body.



5.3 With the exception of medical gasses, LESSEE shall not bring or permit to be brought or kept in or on the Leased Premises, any inflammable or combustible fluid, material, chemical or substance, or cause or permit any odors of cooking or other processes, or any unusual or other objectionable odors, to permeate from the Leased Premises. LESSEE shall not use the Leased Premises or any part thereof, or permit the Leased Premises or any part thereof to be used for any purpose other than the use hereinbefore specifically mentioned, subject, however, to all the covenants, agreements, terms, provisions and conditions of this Lease. LESSEE will not at any time use or occupy the Leased Premises or any part thereof, or permit the Leased Premises or any part thereof to be used or occupied in violation of the Certificate of Occupancy (temporary or final) issued for the Leased Premises.

5.4 LESSEE shall not use or permit the use of the Leased Premises or any part thereof for any unlawful purposes or in any unlawful manner and LESSEE shall not permit the Leased Premises or any part thereof to be used in any manner, or anything to be done therein, or permit anything to be brought into or kept in the Leased Premises which, in the judgment of LESSOR, shall in any way impair or interfere with any of the services or the proper and economic heating, cleaning, or other servicing of the Leased Premises. LESSEE shall not install any electrical or other equipment of any kind, which, in the judgment of LESSOR, might cause any such impairment or interference.

5.5 No alcoholic beverages shall be consumed by the LESSEE or the LESSEE'S clients, officers, agents, employees, licensees, contractors, invitees, visitors and guests on the Leased Premises or in, on or about the LESSOR'S adjoining property, buildings, improvements, structures and facilities at New Britain, Connecticut.

5.6 LESSEE'S use of the Leased Premises shall be subject and subordinate to any rules or regulations, including, but not limited to, security procedures and orders, promulgated by LESSOR from time to time concerning the Leased Premises, whether or not attached to this Lease.

## **6. UTILITIES**

6.1 LESSOR shall pay all charges for heat, water, sewer, electricity and other utilities used on or in connection with the Leased Premises. LESSEE shall give to LESSOR prompt written notice of any damage to, or defective condition in, any part of the trailer's sanitary, electrical, heating, or other similar or dissimilar systems serving, located, or passing through, the Leased Premises and the damage or defective condition shall be remedied by LESSOR with reasonable diligence, but if such damage or defective condition was caused by, or resulted from the use by the LESSEE or by the employees, licensees or invitees of LESSEE, the cost of the remedy thereof shall be paid by LESSEE. LESSEE shall not be entitled to claim any damages arising from any such damage or defective condition unless the same shall have been caused by the negligence of LESSOR in the operation or maintenance of the Leased Premises or the trailer and the

same shall not have been remedied by LESSOR with reasonable diligence after written notice thereof from LESSEE to LESSOR.

6.2 LESSOR reserves the right, without liability to LESSEE and without constituting a constructive eviction, to stop or interrupt any heating, lighting, ventilating, air conditioning, electricity, water, cleaning, or other similar or dissimilar service, and to stop or interrupt the use of any trailer facilities at such times as may be necessary for the making of repairs, alterations, or improvements. No such stoppage or interruption shall entitle LESSEE to any diminution or abatement of rent or other compensation nor shall any of the obligations of LESSEE under this Lease be affected or reduced by reason of any such stoppage or interruption. No such stoppage or interruption, the result of causes beyond the control of LESSOR, shall constitute a constructive eviction or entitle LESSEE to any diminution or abatement of rent or other compensation, nor shall any of the obligations of LESSEE under this Lease be affected or reduced by reason of any such stoppage or interruption.

6.3 LESSOR shall not in any way be liable or responsible to LESSEE for any loss or damage or expense which LESSEE may sustain or incur if, during the Term of this Lease, either the quantity or character of electrical or other energy is changed or limited or is no longer available or suitable for LESSEE'S requirements and LESSEE waives and releases any right it may have to terminate this Lease as a result.

## **7. MAINTENANCE**

LESSEE agrees to keep the Leased Premises and all parts thereof in a clean and sanitary condition and free from trash, inflammable material and other objectionable matter. LESSOR agrees to repair and maintain in good order all rooms, hallways, stairs, sidewalks, and the parking lot, it being the understanding of the parties that LESSOR shall be responsible for all janitorial services and periodic maintenance as well as any and all necessary snow removal from the parking lot.

## **8. CONDITION OF PREMISES / LESSEE ALTERATIONS**

8.1 LESSEE has examined the Leased Premises and accepts them in their present condition (except as otherwise expressly provided herein) and without any representations on the part of LESSOR or its agents as to the present or future condition of the Premises.

8.2 LESSEE shall neither make nor suffer to be made, any alterations, additions or improvements to the Leased Premises or any part thereof (hereinafter referred to as the "LESSEE Improvements"), without first obtaining the prior written consent of the LESSOR, which consent may be withheld by the LESSOR in its sole discretion. Any additions, alterations or improvements to the Leased Premises shall be at the LESSEE's sole cost and expense. The LESSOR reserves the right to require the LESSEE to furnish a performance bond, in an amount and issued by an insurer acceptable to the LESSOR, to insure completion of the LESSEE Improvements.

8.3 LESSEE shall not permit any materialman's or mechanic's lien or liens to be placed upon the Leased Premises or other property of LESSOR caused by or resulting from any work performed, materials furnished or obligations incurred by or at the request of LESSEE. LESSEE shall not cause any work to be performed, materials furnished or obligations to be incurred that might give rise to the filing of such a materialman's or mechanic's lien or other liens, and nothing contained in this Lease shall be in any way a consent or request to LESSEE, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the Leased Premises or any part thereof, nor as giving LESSEE any right to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any materialman's or mechanic's lien or other lien or liens against the interest of LESSOR. In the case of the filing of any lien or claim for lien, LESSEE shall discharge such lien or claim for lien by payment, deposit, bond or by order of a court of competent jurisdiction or otherwise within thirty (30) business days after becoming aware of its filing. If LESSEE fails to discharge any lien or claim for lien within this period, then, in addition to any other right or remedy of LESSOR, LESSOR, without investigating its validity, may discharge the same either by paying the amount claimed to be due or by procuring its discharge by deposit in court or bonding. Any amount paid by LESSOR for any of the aforesaid purposes, and all reasonable legal and other expenses of LESSOR, including reasonable attorneys' fees, in any legal action or in procuring the discharge of any lien, with all disbursements in connection therewith, shall be paid by LESSEE to LESSOR on demand with interest thereon of ten (10%) percent (or the maximum legal limit, whichever is lower), from the date of payment.

8.4 Any alterations or additions to the Leased Premises, including any LESSEE Improvements, shall become, at no cost to LESSOR, the property of LESSOR, together with any warranties for labor or materials in connection with LESSEE Improvements, to the extent assignable. LESSOR reserves the right, however, at the termination or expiration of the Lease, to demand, upon written notice to LESSEE, that LESSEE remove any such alterations and additions at LESSEE'S sole cost and expense, leaving the Leased Premises in substantially the same condition as it was at the beginning of the Term, reasonable wear and tear based upon good maintenance practices excepted.

8.5 The following shall apply to any approved LESSEE Improvements undertaken by LESSEE:

(a) LESSEE Improvements shall not adversely affect in any way the outside appearance or overall value of the Leased Premises, and the construction thereof shall not, in the sole opinion of LESSOR, weaken or impair the structure of the Leased Premises either during the making of such LESSEE Improvements or upon their completion.

(b) The proper functioning of the equipment in the Leased Premises shall not be adversely affected in the sole opinion of LESSOR. Upon completion

of the LESSEE Improvements, LESSEE shall cause all waste material, rubbish, tools, equipment, machinery, and surplus materials to be removed from and around the Leased Premises.

(c) Before proceeding with any LESSEE Improvements, LESSEE shall submit to LESSOR, at LESSEE's sole cost and expense, at least two (2) copies of detailed plans and specifications therefor, for LESSOR's review and written consent. Any LESSEE Improvements for which consent has been obtained shall be performed in accordance with the approved plans and specifications, and no material changes thereto shall be made without the prior written consent of LESSOR, which may be withheld in LESSOR's sole discretion.

(d) LESSEE shall not install, in any part of the Leased Premises, any permanently attached materials, fixtures or articles which are subject to liens, chattel mortgages or security interests (as such term is defined in the Uniform Commercial Code in effect in the State of Connecticut, as amended from time to time). Telephones, computer equipment, business machines and other equipment which can be removed without material damage to the Leased Premises are excluded from the foregoing.

(e) LESSEE shall complete any LESSEE Improvements under the administration of a licensed architect or licensed professional engineer, if so required by LESSOR, in LESSOR's sole discretion. If LESSOR so requires, upon completion of the LESSEE Improvements, LESSEE shall deliver a certification from LESSEE's architect or professional engineer that the LESSEE Improvements have been completed substantially in accordance with the plans and specifications approved by LESSOR.

(f) LESSEE, at its own expense, shall obtain all necessary governmental approvals, permits, authorizations and certificates for the commencement and prosecution of LESSEE Improvements and for final approval thereof upon completion. LESSEE, at its own expense, shall provide LESSOR with two (2) copies of all such approvals, permits, authorizations and certificates (if not issued by the State of Connecticut Department of Public Works). LESSEE shall cause all LESSEE Improvements to be performed in a good and first-class workmanlike manner, using new materials and equipment at least equal in quality to the original standard installations of the Leased Premises.

(g) Throughout the performance of the LESSEE Improvements, LESSEE, at no cost or expense to LESSOR, shall carry or cause to be carried, workers' compensation insurance covering all persons employed in connection with such improvements in statutory limits and general liability insurance for any occurrence in or about the Leased Premises and the building in which they are located, naming LESSOR as additional insured, in such limits as LESSOR may prescribe, in its sole discretion, with insurers satisfactory to LESSOR. LESSEE



shall furnish LESSOR with a certificate of such insurance before the commencement of the LESSEE Improvements and, on request, at reasonable intervals thereafter.

(h) The LESSEE Improvements shall comply with all applicable provisions of the Americans with Disabilities Act of 1990, including any amendments or regulations pertaining thereto.

8.6 LESSEE shall keep full and complete records describing any LESSEE Improvements, including the aggregate cost thereof (including architect's and engineer's fees and expenses), during the term of this Lease and for a period of five (5) years thereafter. Upon the request of LESSOR, LESSEE shall provide LESSOR and/or its authorized representative full and complete copies of such records.

8.7 LESSEE shall have the right at any time during the Term of this Lease to sever, remove or otherwise dispose of fixtures, equipment and/or any other property owned by LESSEE or placed on the Premises by LESSEE, provided that any damage to the Premises caused by such removal shall be repaired by LESSEE at LESSEE'S sole expense.

8.8 No sign, insignia, advertisement, object, notice or other lettering shall be exhibited, inscribed, painted or affixed by LESSEE on any part of the outside of the Leased Premises without the prior written consent of LESSOR. In the event of a violation of the foregoing, LESSOR may remove the same without any liability and may charge the expense incurred in such removal to LESSEE.

## **9. CHANGES OR ALTERATIONS BY LESSOR**

9.1 LESSEE agrees to permit LESSOR to enter the Premises at any reasonable time, for whatever purpose(s) LESSOR deems necessary or appropriate. LESSOR reserves the right to make such changes, alterations, additions, improvements, repairs and/or replacements in or to the trailer (including the Premises) and the fixtures and equipment thereof, as LESSOR may deem necessary or desirable in its sole discretion; provided, however, that there be no unreasonable interference with the use of the Premises. Nothing contained in this section shall be deemed to relieve LESSEE of any duty, obligation or liability with respect to complying with any law, order or requirement of any governmental or other authority.

9.2 All the perimeter walls of the Premises, the roof and any space in and/or adjacent to the Premises used for shafts, stacks, pipes, conduits, ducts, fan rooms, electric or other utilities, and sinks or other similar or dissimilar building facilities, and the use and operation thereof, as well as access thereto through the Leased Premises for the purpose of such use and operation, improvement, replacement, addition, repair, maintenance and/or decoration thereof, are expressly reserved to the LESSOR at any reasonable time, and in an emergency, at any time.

9.3 There shall be no allowance to LESSEE for a diminution of rental value and no liability on the part of LESSOR by reason of inconvenience, annoyance or injury to business arising from LESSOR, LESSEE or others making any changes, alterations, additions, improvements, repairs and/or replacements in or to any portion of the trailer or the Premises, or in or to the fixtures, appurtenances or equipment thereof, and no liability upon LESSOR for failure of LESSOR or others to make any changes, alterations, additions, improvements, repairs or replacements in or to any portion of the trailer or the Premises, or in or to the fixtures, appurtenances or equipment thereof.

## **10. ADJACENT EXCAVATION / SHORING**

If an excavation shall be made upon land adjacent to or under the trailer of which the Premises are a part, or shall be authorized or contemplated to be made, LESSEE shall afford to the person causing or authorized to cause such excavation, license to enter upon the Premises for the purpose of doing such work as said person shall deem necessary or desirable to preserve the trailer from injury or damage and to support the same by proper foundation(s) without any claim for damages or indemnity against LESSOR, or any diminution or abatement of rent.

## **11. SECURITY**

LESSEE shall promptly report all security incidents occurring in, on, or at the Leased Premises to LESSOR'S police department and to the local or State Police, as applicable, with a follow up written report to LESSOR.

## **12. TAXES**

All taxes, assessments, special assessments or special permits, or similar charges, if any, related to the Premises and any and all improvements, fixtures and equipment of LESSEE used in the operation thereof and/or located thereon, of any nature whatsoever arising during the Term of this Lease, whether such taxes and assessments are general or special, ordinary or extraordinary, foreseen or unforeseen, shall be the responsibility of LESSEE and are to be paid in a timely manner by LESSEE with evidence of payment to be provided to LESSOR. This provision shall survive the expiration or earlier termination of this Lease.

## **13. INDEMNIFICATION AND INSURANCE**

13.1 At all times during the Term hereof and during any hold over period, LESSEE shall protect, indemnify, defend and hold harmless LESSOR, its officials, agents and employees, from and against any and all loss, cost, liability, injuries (including death), damages, compensation, and expense, including without limitation, all claims, demands, penalties, actions, causes of action, suits, litigation and attorney's fees and costs, sustained by or alleged to have been sustained by LESSOR, its officers, agents and employees, and sustained by or alleged to have been sustained by the property, real

or personal, of LESSOR, its officers, agents and employees, and sustained by or alleged to have been sustained by the public or by any other person or property, real or personal, from, or arising out of, or directly or indirectly due to, any cause, condition, event, accident, incident, happening or occurrence, in or about the Leased Premises, occasioned wholly or in part by the acts, omissions, or negligence of LESSEE or of LESSEE'S officers, agents, employees, contractors, invitees, licensees, guests, visitors, clients and any and all persons under the control of LESSEE.

13.2 LESSEE shall, at its sole cost and expense, maintain a policy or policies of comprehensive general liability insurance, including contractual liability coverage, in an amount not less than \$1,000,000.00 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$2,000,000.00 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. Such insurance policy or policies shall name LESSOR and LESSOR'S officials, agents and employees as additional insureds. Coverage shall include independent contractors, products and completed operations, contractual liability and fire legal liability. Such certificates of insurance shall also specifically indicate that the policies insuring LESSOR include, without limitation, said liability coverage pertaining to any and all risks described in the immediately preceding paragraph. LESSEE shall be responsible for maintaining insurance against all risk of loss to any of its improvements or betterments and its personal property and trade fixtures. All insurance hereunder shall be written on an occurrence basis as opposed to "claims made" basis.

13.3 LESSEE shall maintain Workers' Compensation and Employers Liability coverage in compliance with the laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000.00 each accident, \$300,000.00 Disease – Policy Limit, \$100,000.00 each employee.

13.4 The insurance required hereunder shall be written with insurers licensed to do business in the State of Connecticut and which are rated A-(VIII) or better by the latest edition of Best's Rating Guide or, if not available, any generally recognized replacement therefore. Each policy of insurance required hereunder shall provide for a minimum of thirty (30) days' prior notice of any cancellation or changes in coverage. Copies of insurance policies shall be provided to LESSOR not later than January 1, 2011 and thereafter not later than thirty (30) days prior to the expiration of each such policy.

13.5 LESSEE shall be fully and solely responsible for any and all costs and expenses associated with and thus shall pay any and all coverage deductibles and/or self-insured retentions. None of LESSEE'S insurers shall have any right of subrogation or recovery against LESSOR or any of LESSOR'S officials, agents or employees, all of which rights are hereby waived by LESSEE.

13.6 The liability of LESSEE to indemnify, defend and save and hold harmless LESSOR shall be effectively protected by insurance to the extent insurable. However,

the limits of coverage of such insurance purchased by LESSEE shall not in any way limit, reduce or restrict LESSEE'S obligation under any indemnification and save and hold harmless provisions stated in this Lease.

13.7 All personal property of every kind and description which may at any time be housed or contained within the Leased Premises shall be so housed or contained at LESSEE'S sole risk and LESSOR shall have no liability therefore. LESSEE shall maintain its own insurance policy covering such personal property against loss by fire, theft, flood, or vandalism. A copy of said policy will be forwarded to LESSOR.

13.8 LESSEE agrees to replace at LESSEE'S sole expense any and all glass which may become broken in and on the Leased Premises, other than breakage caused by LESSOR or its duly authorized agent. Plate glass and mirrors, if any, shall be insured by LESSEE at their full insurable value in a company satisfactory to LESSOR. Said policy shall be of the full premium type, and a copy of the same shall be deposited with LESSOR.

#### **14. CASUALTY AND CONDEMNATION**

14.1 If the Leased Premises or any part thereof shall be damaged or destroyed by fire or other casualty, or ordered to be demolished by the action of any public authority in consequence of such casualty, or taken in whole or in part by any exercise of the right of eminent domain, LESSOR may, in its sole discretion, terminate the Lease by written notice to LESSEE, and the Lease shall expire as of the date of casualty or condemnation, and Rent shall be apportioned as of such date.

14.2 In the event of a casualty to all or a portion of the Leased Premises, and LESSOR, in its sole discretion, does not terminate the Lease pursuant to Section 14.1 hereof, and opts to repair or rebuild the Leased Premises, this Lease shall remain in full force and effect subject to the provisions of this Section 14.2. If any part of the Leased Premises shall be rendered untenantable by reason of such casualty and LESSEE, in its reasonable judgment, is unable to conduct its business from the remaining undamaged portion of the Leased Premises then, provided LESSEE actually ceases its operations thereat as a result of such damage, the Rent payable hereunder shall be abated in proportion to the percentage of the Leased Premises rendered untenantable from the date of casualty until LESSOR substantially completes repairs or restoration, unless such casualty shall have resulted from the actions of LESSEE, or its agents, employees, licensees or invitees. If LESSOR'S repairs and/or restoration shall take more than one hundred eighty (180) days from the date of casualty, LESSEE may terminate this Lease by written notice to LESSOR. LESSOR shall not be liable for any inconvenience or annoyance to LESSEE or injury to the business of LESSEE resulting in any way from such damage or the repair thereof. LESSEE understands that LESSOR shall not carry insurance of any kind on LESSEE'S property, and that LESSOR shall not be obligated to repair any damage thereto or to replace the same.



## **15. LIMITATION OF LESSOR'S LIABILITY**

15.1 LESSOR shall not be liable to LESSEE for any failure, delay, or interruption in the performance of any terms, covenants or conditions of this Lease beyond the control of LESSOR including, without limitation: accidents, strikes, boycotts, labor disputes, the making of repairs, alterations or improvements to the Premises, embargoes, shortages of material, acts of God, sabotage, inability to obtain an adequate supply of electricity, other utilities, or any other events or circumstances beyond LESSOR'S control. LESSEE shall not be entitled to any damages resulting from such failure nor shall such failure relieve LESSEE of the obligation to pay rent, nor constitute or be construed as a constructive or other eviction of LESSEE.

15.2 LESSOR shall not be liable to LESSEE or to any person or entity for any loss or damage to any person or entity for any loss or damage to any property or injury to any person occasioned by theft, fire, act of God, public enemy, injunction, riot, insurrection, war, court order, requisition or order of governmental authority, or any other matter beyond the control of LESSOR.

15.3 LESSOR shall not be liable for damage to any property or injury to any person caused by LESSEE'S negligence, omission or misconduct or willful, wanton and intentional acts or caused by LESSEE'S criminal conduct.

15.4 LESSOR shall not at any time be responsible for any damage, loss, or theft of LESSEE'S property on the Leased Premises and for any damage, loss or theft of the property of, or injury to (including death), LESSEE'S officers, agents, employees, invitees, licensees, visitors, guests and clients.

## **16. DEFAULT**

Each agreement, covenant and warranty of LESSEE contained in this Lease is material and of the essence of this Lease. As used in this Lease, "Event of Default" means any of the following:

- (a) LESSEE fails to pay any installment (or portion thereof) of Rent within ten (10) days after such installment is due;
- (b) LESSEE fails to comply with any term, provision or covenant of this Lease other than the payment of Rent, and does not cure such failure as soon as reasonably practicable and in any event not more than thirty (30) days after written notice thereof is given to LESSEE; provided, however, in the event that the failure to comply causes a hazardous condition, then it shall be an Event of Default if LESSEE fails to take all appropriate measures to cause such hazardous condition to be corrected upon receiving notice thereof;

- (c) LESSEE becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or LESSEE admits in writing its inability to pay its debts as they become due;
- (d) The leasehold estate of LESSEE under this Lease is taken in whole or part, on execution or other process of law in any action against LESSEE;
- (e) LESSEE fails to move into or take possession of the Leased Premises within thirty (30) days after the commencement of the Term of this Lease;
- (f) LESSEE vacates or abandons the Leased Premises. Vacation or abandonment includes, but is not limited to, any absence from the Leased Premises for thirty (30) business days or longer;
- (g) LESSEE undertakes, causes, permits, or suffers to be done any action or event which is (i) required by this Lease to have the prior written consent of LESSOR, unless such written consent is so obtained, or (ii) prohibited by this Lease;
- (h) Due to the action or inaction of LESSEE, a lien or encumbrance is filed against the Leased Premises;
- (i) The Secretary of the State of the State of Connecticut determines that LESSEE is no longer in legal existence under the laws of the State of Connecticut; and/or
- (j) LESSEE ceases to use the Leased Premises for the purpose hereinbefore set forth for a period of ten (10) days.

## **17. LESSOR'S REMEDIES**

17.1 If an Event of Default by LESSEE occurs, LESSOR has the right, then or at any time thereafter, to pursue any remedies, legal or equitable, to which LESSOR may be entitled, whether or not such remedies are mentioned in this Lease, and which remedies shall include, but are not limited to, one or more of the following:

- (a) LESSOR may terminate this Lease by written notice to LESSEE;
- (b) LESSEE shall pay to LESSOR on demand the amount of all loss and damage which LESSOR may suffer by reason of such termination, whether through inability to re-let the Leased Premises on satisfactory terms or otherwise, specifically including, but not limited to: (i) all reasonable expenses necessary to re-let the Leased Premises, which shall include the cost of renovating, repairing and altering the Leased Premises for a new tenant or lessee, advertisements and brokerage fees; (ii) any increase in insurance premiums caused by the vacancy of the Leased Premises; (iii) unpaid Rent that was due and owing at the time of such

termination; and (iv) the amount of the unpaid Rent that would have been earned during the balance of the term had the early termination not occurred. Nothing contained in this Lease shall limit or prejudice the right of LESSOR to prove for and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above. In the event of an early termination of this Lease, LESSOR is in no way obligated to re-let the Leased Premises.

(c) LESSOR may re-let, at its election, the Leased Premises or any part thereof for the account of LESSEE, in the name of LESSEE or LESSOR or otherwise, without notice to LESSEE for a term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the applicable term of this Lease) and on terms and conditions (which may include concessions or free rent) as LESSOR in its absolute discretion may determine and LESSOR may collect and receive any rents payable by reason of such re-letting; and LESSEE shall pay LESSOR on demand all reasonable expenses necessary to re-let the Leased Premises which shall include the cost of renovating, repairing and altering the Leased Premises for a new tenant or tenants, advertisements and brokerage fees, and LESSEE shall also pay LESSOR on demand any deficiency that may arise by reason of the re-letting. LESSOR is not obligated to re-let the Leased Premises, and shall not be responsible or liable for any failure to re-let the Leased Premises or any part thereof or for any failure to collect any Rent due upon any re-letting. Unless otherwise stated in this Lease, no re-entry or taking of possession of the Leased Premises by LESSOR shall be an election on the LESSOR's part to terminate this Lease unless a notice of termination is given to LESSEE pursuant to Subsection 16.1 (a) hereof.

(d) LESSOR may enter upon the Leased Premises in a peaceable manner pursuant to Section 16 of this Lease or otherwise under legal process of taking possession thereof and do whatever LESSEE is obligated to do under the terms of this Lease, and LESSEE shall reimburse LESSOR on demand for any expenses which LESSOR may incur in thus effecting compliance with LESSEE's obligations under this Lease.

17.2 In the event of a termination of this Lease due to an Event of Default by LESSEE, LESSEE shall have no claim against LESSOR for the value of the unexpired term of the Lease.

17.3 No repossession or re-entering of the Leased Premises or any part thereof, or re-letting of the Leased Premises or any part thereof, shall relieve LESSEE or any Guarantor of its liabilities and obligations under this Lease, all of which survive repossession or re-entering.

17.4 No right or remedy conferred upon or reserved to LESSOR is intended to be exclusive of any other right or remedy, and each and every right and remedy is cumulative and in addition to any other right or remedy given under this Lease or now or hereafter existing at law or in equity. In addition to other remedies provided in this Lease, LESSOR is entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Lease, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease and any other remedy allowed to LESSOR at law or in equity.

17.5 The failure of LESSOR to insist upon the performance of any term, covenant or condition of this Lease or the waiver of any default or breach of any term, covenant or condition of this Lease, shall not be construed as thereafter waiving any such term, covenant or condition, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. The waiver of or redress for any violation of any term, covenant, or condition contained in this Lease or contained in the rules and regulations of LESSOR (as may be hereafter amended or supplemented) shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. No express waiver shall affect any term, covenant or condition other than the one specified in the waiver and that one only for the time and in the manner specifically stated. A receipt by LESSOR of any Rent with knowledge of an Event of Default shall not be a waiver of the breach, and no waiver by LESSOR of any provision of this Lease shall be effective unless expressed in writing and signed by LESSOR. No payment by LESSEE or receipt by LESSOR of a lesser amount than an installment of Rent due under this Lease shall be other than on account of the earliest Rent due under this Lease, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be an accord and satisfaction, and LESSOR may accept any check or payment without prejudice to LESSOR's right to recover the balance of the rent or pursue any other remedy provided in this Lease. Furthermore, a failure by LESSOR to give the notices mentioned in this Lease or in connection with any breach hereof by LESSEE or LESSOR's settlement with, or acceptance of compensation, including Rent, from LESSEE after breach or default on LESSEE's part shall not be considered a waiver by LESSOR of any breach or default by LESSEE or any of the terms or provisions of this Lease.

## **18. SURRENDER**

18.1 At the expiration or other termination of this Lease, LESSEE shall surrender the Leased Premises in the same condition as that existing at the beginning of the Term except for reasonable wear and tear based upon good maintenance practices, approved alterations or additions and damage by casualty as provided by Section 14 hereof.

18.2 All alterations, additions, improvements and fixtures, other than trade fixtures, which may be made or installed by either of the parties hereto upon the Leased Premises and which in any manner are attached to the floors, walls, or ceilings, at the



termination of this Lease shall become the property of LESSOR unless LESSOR requests their removal, in which case the cost and expense of any such removal and the cost and expense of repairing any damage to the Leased Premises arising from such removal shall be paid by LESSEE upon demand. Otherwise, such alterations, additions, improvements and fixtures shall remain upon and be surrendered with the Leased Premises as a part thereof, without damage or injury.

18.3 In the event LESSEE does not remove all of its personal property and equipment from the Leased Premises upon the expiration or earlier termination of this Lease, LESSOR, at its option, shall deem LESSEE's failure to remove such property and equipment to be an abandonment of such and title shall automatically vest in LESSOR at no cost to LESSOR. If LESSOR elects to remove and dispose of such abandoned property and equipment, LESSEE shall reimburse LESSOR for the cost of removal and disposition. LESSOR shall have no liability to LESSEE for LESSEE's abandoned property and equipment or the obligation to provide notice with reference to this provision.

## **19. CONVEYANCE, ASSIGNMENT AND SUBLETTING**

19.1 LESSEE may not assign or sublet this Lease, in whole or in part, without the prior written consent of LESSOR, which consent may be withheld in LESSOR's sole discretion. Any such assignment or sublease of the Leased Premises without LESSOR's prior written consent shall be null and void. In the event such consent is given, LESSEE shall not be relieved from any obligation under this Lease by reason of any such assignment or subletting.

19.2 LESSOR reserves the right to sell, transfer, assign or otherwise convey, in whole or in part, the Leased Premises and any and all of its rights under this Lease. In the event of any such sale, transfer, assignment, or other conveyance of the Leased Premises, LESSOR shall be and hereby is entirely released of all covenants and obligations of LESSOR under this Lease, and LESSEE shall look solely to LESSOR's successor-in-interest for performance of those obligations.

## **20. HOLDOVER**

Any holding over by LESSEE after the expiration or earlier termination of this Lease shall be construed to be a tenancy at will from month-to-month, terminable upon thirty (30) days' notice from either party hereto, and LESSEE shall pay Rent at the same rate as the last year of the Lease preceding such expiration or termination, and such tenancy shall otherwise be on the terms and conditions herein specified. Nothing in this Lease shall vest in LESSEE any right to hold over.

## **21. AUTHORITY**

LESSEE represents and warrants to LESSOR that:

- (a) it is a not-for-profit corporation duly and validly existing under the laws of the State of Connecticut and is authorized to conduct its business in the State of Connecticut in the manner contemplated by this Lease; further, LESSEE has taken all necessary action to authorize the execution, delivery and performance of this Lease and has the power and authority to execute, deliver and perform its obligations under this Lease;
- (b) it has full right and authority to enter into this Lease for the full term herein granted;
- (c) the execution, delivery and performance of this Lease by LESSEE will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (i) any provision of law; (ii) any order of any court or any governmental department, commission, board, bureau, agency, office, council, institution or instrumentality; or (iii) any agreement, document or other instrument to which it is a party or by which it may be bound; and
- (d) to the extent that LESSEE has engaged the services of any person or entity in any capacity to solicit or secure this Lease, LESSEE shall be solely responsible for the payment of any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Lease or any assignments made in accordance with the terms of this Lease. LESSOR shall not be responsible under any circumstances for the satisfaction of such consideration.

LESSEE shall submit to LESSOR a true and accurate copy of the determination letter issued by the U.S. Internal Revenue Service finding LESSEE a tax exempt entity, and (b) the most recent Form 990, Form 990 PF, or equivalent filed with the U. S Internal Revenue Service.

## **22. COMPLIANCE WITH LAWS**

22.1 LESSEE agrees that it shall comply with all applicable federal, state and local laws and regulations and will use the Leased Premises so as to conform with and not violate any laws, regulations, and/or requirements of the United States and/or of the State of Connecticut, and/or any ordinance, bylaw, rule or regulation of the City of New Britain now or hereafter made, relating to the use of the Premises, and LESSEE shall save LESSOR harmless from any fines, penalties and/or costs for violation of or noncompliance with the same as it pertains to LESSEE'S use and occupancy of the Leased Premises.

22.2 If any governmental license or permit shall be required for the proper and lawful conduct of LESSEE'S business, and if the failure to secure such license or permit would, in any way, affect LESSOR, LESSEE shall, at LESSEE'S sole expense, duly procure and thereafter maintain such license or permit and submit the same to inspection

by LESSOR. LESSEE shall, at LESSEE's expense, at all times comply with the terms and conditions of each such license or permit.

## **23. RULES AND REGULATIONS OF LESSOR**

The Rules and Regulations regarding the Premises, set forth below, as well as any other and further reasonable rules and regulations which shall be made by LESSOR, shall be observed by LESSEE and by LESSEE'S officers, employees, agents, customers and invitees.

- (a) No awnings or other projections shall be attached to the outside walls of the Leased Premises. No curtains blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises without the prior written consent of LESSOR.
- (b) No State equipment shall be removed from the Premises by LESSEE and LESSEE shall follow inventory policies as established by the University's Facilities Management Department.
- (c) The lavatory and other plumbing fixtures shall not be used by LESSEE for any purpose other than those for which they were designed or constructed, and no sweepings, rubbish, rags, acids or other substances shall be thrown or deposited therein. All damages resulting from any such misuse of the fixtures shall be borne by LESSEE.
- (d) LESSEE shall not mark, paint, drill into, or in any way deface any part of the Leased Premises. No boring, cutting, or stringing of wires by LESSEE shall be permitted, except with the prior written consent of the LESSOR and as LESSOR may direct.
- (e) Additional locks or bolts of any kind which shall not be operable by the Master Key for the trailer shall not be placed upon any of the doors or windows by LESSEE, nor shall any changes be made in locks or mechanisms thereof which shall make such locks inoperable by said Master Key. LESSEE shall, upon the expiration or earlier termination of this Lease, turn over to LESSOR all keys to the Leased Premises either furnished to or otherwise procured by, LESSEE, and in the event of the loss of any keys furnished by LESSOR, LESSEE shall pay to LESSOR the cost thereof.
- (f) LESSEE, before closing and leaving the Leased Premises at any time, shall see that all operable windows are closed and locked and all lights are turned out. All entrance doors to the Leased Premises shall be locked by LESSEE when the Leased Premises are not in use.
- (g) LESSOR reserves the right to rescind, alter, or waive any rule or regulation at any time, if it is deemed necessary or desirable to preserve the

reputation, safety, care or appearance of the trailer, or to maintain the operation or maintenance of the trailer, or the equipment thereof.

LESSOR reserves the right to rescind any presently existing rules applicable to the Leased Premises, and to make such other and further reasonable rules and regulations as, in its judgment, may from time to time be desirable for the safety, care and cleanliness of the Leased Premises, which rules, when so made and when notice thereof is given to LESSEE, shall have the same force and effect as if originally made a part of this Lease. Such other and further rules shall not, however, be inconsistent with the proper and rightful enjoyment by LESSEE of the Leased Premises.

#### **24. NOTICES**

Notices from LESSOR to LESSEE shall be sufficient if placed with the United States Postal Service, certified mail, postage prepaid, addressed to:

Bruce Baxter  
New Britain Emergency Medical Services, Inc.  
225 Arch Street  
PO Box 2018  
New Britain, CT 06051.

Notices from LESSEE to LESSOR shall be sufficient if placed with the United States Postal Service, certified mail, postage prepaid, addressed to:

Central Connecticut State University  
Lori James – Business Services  
1615 Stanley Street  
New Britain, CT 06050

With a copy to: Board of Regents for Connecticut State Colleges and Universities, Attention Vice President for Real Estate, Facilities and Infrastructure, 61 Woodland Street, Hartford, CT 06105.

#### **25. LEASE CONTAINS ALL AGREEMENTS**

No prior stipulation, agreement or understanding, verbal or otherwise, of the parties hereto or of their officer, employees, or agents, shall be valid or enforceable unless embodied in the provisions of this Lease. LESSOR shall not have any obligations under this Lease except those expressly provided herein.

#### **26. UNENFORCEABILITY AND AMBIGUITIES OF LEASE PROVISIONS**

If for any reason the terms of this Lease or any substantive provision thereof shall be found to violate public policy or be ambiguous, unenforceable or illegal, this Lease



shall be amended to conform to the applicable decision, and the LESSOR and LESSEE shall execute any amendments necessary to effectuate the goals and purposes of this Lease as soon as is reasonably practicable. All such amendments shall be subject to the provisions of Article 32 ("Approval by Attorney General") of this Lease.

## **27. WAIVER**

No waiver of any provision of this Lease shall be effective unless in writing signed by the waiving party. One or more waivers of any covenant or condition by LESSOR or LESSEE shall not be construed as a waiver of a subsequent breach of the same or of any other covenant or condition, and the consent or approval by LESSOR to or of any act by LESSEE requiring LESSOR'S consent or approval shall not be construed to waive or render unnecessary LESSOR'S consent or approval to or of any subsequent similar act by LESSEE.

## **28. DELIVERY OF LEASE**

No rights are to be conferred upon LESSEE until this Lease has been signed by LESSOR and has been approved in accordance with paragraph 30 below, and an executed copy of the Lease has been delivered to LESSEE.

## **29. GOVERNING LAW**

This Lease shall be governed by and construed and enforced in accordance with, the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws.

## **30. SOVEREIGN IMMUNITY**

The parties acknowledge and agree that nothing in this Lease shall be construed as a waiver by LESSOR of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Lease. To the extent that this provision conflicts with any other provision hereof, this provision shall govern.

## **31. EXECUTIVE ORDERS**

This lease is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006. These Executive Orders are incorporated in this Lease by reference and shall be binding on LESSEE as if they had been fully set forth herein.

## 32. NONDISCRIMINATION

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to

direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the

Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut,



and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

### **33. CAMPAIGN CONTRIBUTION RESTRICTIONS**

On February 8, 2007, Governor Rell signed into law Public Act 07-1, An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or a series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Lease expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. *See*, SEEC Form 11 reproduced below:

#### **SEEC FORM 11**

#### **NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes § 9-612(g)(2), as amended by P.A. 07 1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

### **Campaign Contribution and Solicitation Ban**

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

### **Duty to Inform**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

### **Penalties for Violations**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

### **Contract Consequences**

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A. 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec) Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

"Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent

or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

#### **34. CLAIMS AGAINST THE STATE**

LESSEE agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this Lease shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and LESSEE further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

**35. SUCCESSORS AND ASSIGNS**

This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

**36. STATUTORY AUTHORITY**

LESSOR represents that it has authority to enter into this Lease pursuant to Section 4(b)-38(g) of the Connecticut General Statutes.

**37. APPROVAL BY STATE AUTHORITIES**

This Lease, whatever the circumstances, shall not be binding on LESSOR unless and until approved by the Treasurer of the State of Connecticut, by the Attorney General of the State of Connecticut, expressly authorized by resolution of the Board of Regents for Connecticut State Colleges and Universities, and delivered to LESSEE.

**38. HEADINGS**

The headings given to the sections of this Lease are inserted for convenience only and are in no way to be construed as part of this Lease or as a limitation of the scope of the particular paragraph to which the heading refers.

**39. AMENDMENT**

This Lease may not be changed other than by a formal written amendment signed by the parties hereto and approved by the Attorney General of the State of Connecticut.



IN WITNESS WHEREOF, the parties have hereunto set their hands.

**THE BOARD OF REGENTS  
FOR HIGHER EDUCATION, CONNECTICUT STATE COLLEGES AND  
UNIVERSITIES**

By: \_\_\_\_\_  
Philip Austin, Interim President

**STATE OF CONNECTICUT**

: ss: **New Britain**

**COUNTY OF HARTFORD**

On this \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, personally appeared before me Philip Austin, Interim President of the Board of Regents for Connecticut State Colleges and Universities, signer and sealer of the above instrument, who acknowledged the signing of the foregoing Lease to be his free act and deed and the free act and deed of the Board of Regents for Connecticut State Colleges and Universities.

\_\_\_\_\_  
Notary Public / Commissioner of the  
Superior Court  
My Commission Expires: \_\_\_\_\_

**NEW BRITAIN EMERGENCY MEDICAL SERVICES, INC.**

By: \_\_\_\_\_  
Bruce Baxter  
Its CEO

**STATE OF CONNECTICUT**

: ss: **New Britain**

**COUNTY OF HARTFORD**

On this \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, personally appeared before me Bruce Baxter, CEO of New Britain Emergency Medical Services, Inc, signer and sealer of the above instrument, who acknowledged the signing of the foregoing Lease to be his/her free act and deed and the free act and deed of New Britain Emergency Medical Services, Inc.

\_\_\_\_\_  
Notary Public / Commissioner of the  
Superior Court  
My Commission Expires: \_\_\_\_\_

## **AUTHORIZATION OF THE OFFICE OF THE TREASURER**

**APPROVED**, after determination by the Treasurer that this subject lease agreement will not affect the status of any tax-exempt obligations issued or to *be* issued by the State of Connecticut (*as required by Connecticut General Statutes Section 4a-38(g)*):

### **OFFICE OF THE TREASURER STATE OF CONNECTICUT**

By: \_\_\_\_\_  
Christine Shaw  
Deputy Treasurer

Date: \_\_\_\_\_

### ***APPROVED AS TO FORM* OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF CONNECTICUT**

By: \_\_\_\_\_  
Jane Comerford  
Assistant Attorney General

Date: \_\_\_\_\_

RESOLUTION

concerning

SUB-LEASE OF SPACE AT 1 PIKIELL DRIVE  
AT  
CENTRAL CONNECTICUT STATE UNIVERSITY  
TO  
NEW BRITAIN EMERGENCY MEDICAL SERVICES, INC.

January 17, 2013

- WHEREAS, Section 4b-38 of the Connecticut General Statutes provides that the “Board of Trustees,” now the Board of Regents, of a constituent unit of the state system of higher education “may lease land or buildings, or both, and facilities under the control and supervision of such board when such land, buildings or facilities are otherwise not used or needed for use by the constituent unit and such action seems desirable to produce income or is otherwise in the public interest, provided the treasurer has determined that such action will not affect the status of any tax-exempt obligations issued or to be issued by the State of Connecticut”; and
- WHEREAS, The State of Connecticut Attorney General’s Office must approve leases entered into pursuant to the above statutory authority; and
- WHEREAS, Central Connecticut State University leases a trailer at 1 Pikiell Drive, New Britain, Connecticut, acquired during planning for a possible H1N1 virus epidemic; and
- WHEREAS, New Britain Emergency Medical Services, Inc. (New Britain EMS) is a not-for-profit ambulance service provider licensed in the State of Connecticut; and
- WHEREAS, New Britain EMS is interested in entering into a one (1) year sub-lease with three (3) additional one (1) year terms for a portion of the trailer space at an annual cost of one dollar (\$1); and
- WHEREAS, New Britain EMS has sufficient staff to assign to the leased location at 1 Pikiell Drive; and
- WHEREAS, Housing New Britain EMS at 1 Pikiell Drive will enhance ambulance coverage to Central’s community as well as the northern section of New Britain; therefore be it

RESOLVED, That the Board of Regents for Connecticut State Colleges and Universities approves a sub-lease agreement with New Britain Emergency Medical Services, Inc., for the use of a portion of 1 Pikiell Drive, New Britain, Connecticut, as a response waiting area for a term of one year, renewable for three additional terms of one year each, at a cost of \$1 per year, commencing February 2013.

A Certified True Copy:

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Phillip E. Austin  
Acting President